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Drafting Legal and Profitable Business Contracts: Legal Aspects to be Aware of

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Abstract: Drafting legitimate and profitable business contracts is a crucial aspect in the business world. This article aims to analyze the legal aspects that must be considered in the preparation of a business contract in order to qualify it for validity and provide benefits to the parties. This study uses normative methods with a juridical approach, namely analyzing the applicable legislation, legal doctrine, and court decisions related to business contracts. The results showed that the validity of the contract is highly dependent on the fulfillment of the conditions in Article 1320 of the Civil Code, including the agreement of the parties, legal competence, clear object, and lawful cause. Non-fulfillment of such conditions may result in cancellation of the contract or be null and void. In addition, a profitable contract must observe the principle of fairness and balance between the rights and obligations of the parties in order to avoid potential disputes that could harm business continuity. Therefore, transparency in the preparation of contracts and effective dispute resolution mechanisms are important factors to ensure contracts are not only legally valid, but also support the stability and sustainability of the business.

Keywords: business contract, validity of agreement, legal aspects, contractual balance, dispute mechanism.

INTRODUCTION

In the business world, a contract is a binding legal agreement between two or more parties who agree to carry out a

transaction or cooperation.¹ This contract serves as a guideline that regulates the

¹ Atmoko, D. (2019). Pelaksanaan Perjanjian Serta Perlindungan Hukum Praktek Bisnis

rights and obligations of each party, thus creating legal certainty in carrying out the agreement that has been made.²

A legitimate business contract must meet legal requirements, such as the existence of a clear agreement, the competence of the parties, a definable object, as well as goals that do not contradict law and morality. With a valid contract, the parties can avoid the risk of potentially adverse legal disputes.³

In addition to the legal aspects, the contract must also be structured in such a way that it is profitable for all parties involved. This means that the content of the contract must reflect a balance of rights and obligations, so that neither party feels disadvantaged or gets an unreasonable advantage.⁴ Thus, a good business contract can be an effective tool in creating fair, harmonious and sustainable cooperation in the corporate world. Therefore, a deep understanding of the legal aspects in the preparation of business contracts is very important.

In Indonesian law, the validity and enforceability of business contracts are regulated in several laws and regulations.

One of the main legal bases in the preparation of the contract is the Civil Code (Civil Code). Article 1320 of the Civil Code regulates four conditions for the validity of an agreement, namely the agreement of the parties, the ability to make an engagement, a certain thing as an object of agreement, and causes that are lawful or not contrary to law, morality, or public order.⁵ In addition, Article 1338 of the Civil Code states that any legally concluded agreement acts as a law for the parties to it and must be executed in good faith⁶

In addition to the Civil Code, there is law no. 5 of 1999 on the Prohibition of monopolistic practices and unfair business competition which prohibits clauses in contracts that contain monopoly elements or prevent healthy business competition. It aims to create fair business competition and avoid unilateral dominance in contracts that can harm one of the parties.

Furthermore, Law No. 8 of 1999 on Consumer Protection also has an important role in business contracts, especially those involving transactions with consumers. This law emphasizes the protection of consumer rights and prohibits the inclusion of clauses that may harm the consumer in the contract. Thus, business actors must ensure that the contract concluded is not

Waralaba Di Indonesia. *Krtha Bhayangkara*, 13(1), 44-75.

² Armanda, D. (2024). Analisis Kepastian Hukum Terkait Pentingnya Melakukan Perjanjian Tertulis Dalam Melaksanakan Suatu Transaksi. *Al-Dalil: Jurnal Ilmu Sosial, Politik, Dan Hukum*, 2(2), 62-68.

³ Ardiansyah, A., Nurjaman, A., Saputra, A. A. S., Febriansyah, D., & Rafles, F. R. D. (2024). Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian Bisnis. *Jurnal Kewirausahaan & Inovasi*, 2(1), 11-20.

⁴ Saksono, H., Yessy Kusumadewi, S. H., Flora, H. S., Sh, M., Kn, M., Koynja, J. J., ... & Sh, M. (2024). *Pengantar Hukum Bisnis*. Cendikia Mulia Mandiri.

⁵ Kakisina, P. H., Gosal, V. Y., & Nachrawy, N. (2023). Keabsahan Kekuatan Pembuktian Kontrak Elektronik Dalam Perjanjian Bisnis Menurut Hukum Positif Di Indonesia. *Lex Administratum*, 11(4).

⁶ Ali, A. A., & Fitriani, D. A. F. (2022). Jurnal: Kepastian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Sebuah Perjanjian Baku Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata. *Sentri: Jurnal Riset Ilmiah*, 1(2), 270-278.

only legally valid, but also fair and does not cause harm to the other party.⁷

With these regulations, the preparation of business contracts must be carried out with due regard to legal aspects in order not only to provide legal certainty for the parties, but also to avoid potential disputes in the future. Compliance with the law in the preparation of contracts will create a healthy, balanced and sustainable business relationship.

Business contracts must meet legal requirements as stipulated in applicable laws and regulations, such as the Civil Code (KUHPer) and related laws. The terms of the validity of the contract include the agreement of the parties, the competence of the parties, a clear object, and a lawful cause.⁸ In addition to the legal aspects, the business contract must also be structured in such a way that it is profitable for all parties involved. Taking into account the simultaneous legal and economic aspects, the risk of disputes is minimized, as well as providing legal certainty in the execution of the contract. The drafting of a good contract should not only focus on aspects of legal formalities, such as the fulfillment of the legal conditions of the agreement under the law, but should also take into account the principles of justice and balance between

the parties.⁹ Contracts that benefit only one party without considering proportionate rights and obligations run the risk of causing disputes in the future. Therefore, business contracts must be drawn up taking into account the balance of rights and obligations so that no party feels disadvantaged or forced to accept unfair terms.¹⁰

In addition, the fairness aspect of the contract should include transparency and good faith in the formulation of the content of the agreement. Clauses in the contract must be clearly drawn up and not cause multiple interpretations that can be used to the detriment of one of the parties. Any terms of the contract should be agreed openly, without any pressure, coercion or abuse of a dominant position by either party.¹¹ Thus, all parties involved can execute the agreement voluntarily and with full understanding of its consequences. Dispute resolution mechanisms are also an important part of a good contract. In the business world, disputes can occur, either due to misunderstandings, default, or external conditions that affect the execution of contracts.¹² Therefore, the

⁷ Rafi, M., Tsany, D. N., & Citra, H. (2024). Tinjauan Perlindungan Hukum Terhadap Konsumen Dalam Perjanjian Kontrak Bisnis. *Jurnal Kajian Hukum Dan Pendidikan Kewarganegaraan* / E-Issn: Xxxx-Xxx, 1(1), 47-50.

⁸ Suhadi, E., & Fadilah, A. A. (2021). Penyelesaian Ganti Rugi Akibat Wanprestasi Perjanjian Jual Beli Online Dikaitkan Dengan Pasal 19 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Jurnal Inovasi Penelitian*, 2(7), 1967-1978.

⁹ Martinelli, I., Tsabita, N. M., Putri, A. F. E., & Novela, D. (2024). Legalitas Dan Efektivitas Penggunaan Teknologi Blockchain Terhadap Smart Contract Pada Perjanjian Bisnis Di Masa Depan. *Unes Law Review*, 6(4), 10761-10776.

¹⁰ Akbar Bahtiar, S. E., Kuswibowo, C., Maiza Fikri, M. M., Sh, H. S. F., Kn, M., Kes, M. H., ... & Wardani, A. M. C. (2023). *Etika Bisnis*. Cendikia Mulia Mandiri.

¹¹ Siswanto, S. (2023). *Rekonstruksi Regulasi Kewenangan Pelaksanaan Kontrak Pengadaan Barang/Jasa Oleh Kuasa Pengguna Anggaran Berbasis Nilai Keadilan* (Doctoral Dissertation, Universitas Islam Sultan Agung).

¹² Nurrahmah, A. (2022). *Efektivitas Proses Mediasi Sebagai Bentuk Penyelesaian Sengketa*



contract must include effective dispute resolution methods, such as through deliberation, mediation, arbitration, or litigation in court. The establishment of this mechanism aims to ensure that in the event of a dispute, a solution can be found efficient without disrupting the overall course of business.¹³

By taking into account aspects of fairness, balance of rights and obligations, and effective dispute resolution mechanisms, business contracts can be a tool that provides legal certainty while ensuring the continuity of harmonious and mutually beneficial business relationships for all parties involved. In practice, there are still many business contracts that are made without paying sufficient attention to legal aspects, which has the potential to cause problems in the future. This often occurs as a result of a lack of understanding or neglect of applicable legal provisions.¹⁴

Contracts that are weak in legal aspects can pose various risks to the parties involved. Vagueness in the formulation of clauses, imbalance of rights and obligations, or non-compliance with legal regulations can cause the contract not to be effectively executed. In some cases, contracts that do not meet the legal requirements of the agreement may be

invalidated or even null and void, which means that they do not have binding force and cannot be used as a legal basis in dispute resolution. One of the main causes of weak contracts in the legal aspect is the vagueness in the formulation of the rights and obligations of the parties.¹⁵ If a contract does not set out in detail the obligations and rights of each party, there can be differences in interpretation that lead to disputes. For example, in the contract of sale and purchase of goods, if there is no specific mention of the delivery time, payment method, or condition of the goods, then one of the parties may feel disadvantaged due to inaccuracies in its execution.¹⁶

In addition, a contract that does not pay attention to the applicable legal and regulatory aspects runs the risk of being considered unlawful and invalid. For example, in the business world, there are regulations that regulate consumer protection, business competition, and business licensing.¹⁷ If a contract contains clauses that contradict the provisions of the law, then it can be canceled by a court or competent authority. This not only harms the parties financially, but can also have more serious legal repercussions, such as administrative or criminal sanctions.¹⁸

Bisnis Di Pengadilan Negeri Pekanbaru (Studi Kasus Di Pengadilan Negeri Pekanbaru) (Doctoral Dissertation, Universitas Islam Riau).

¹³Pratama, R. S. (2023). *Layanan Penyelesaian Sengketa Kontrak Pengadaan Barang/Jasa Pemerintah (Lps Lkpp) Sebagai Alternatif Penyelesaian Sengketa Kontrak Pengadaan Barang/Jasa Pemerintah*. *Jurnal Pengadaan Barang Dan Jasa*, 2(1), 1-13.

¹⁵ Sari, F. P. (2024). *Tinjauan Hukum Perdata Terhadap Penggunaan Perjanjian Tidak Tertulis Dalam Kegiatan Bisnis. Selodang Mayang: Jurnal Ilmiah Badan Perencanaan Pembangunan Daerah Kabupaten Indragiri Hilir*, 10(3), 198-205.

¹⁶ Widhiyanti, H. N. (2021). *Klausula Boiler Plate Dalam Pembuatan Kontrak Dagang Internasional*. *Warkat*, 1(1), 16-30.

¹⁷ Sulastiana, S., & Oswari, T. (2024). *Hukum Bisnis*.

¹⁸Christiawan, R., & Wulandari, R. (2023). *Hukum Kontrak Bisnis*. Sinar Grafika.

To avoid this legal risk, businesses must carefully structure contracts and pay attention to all relevant elements. Some steps that can be taken include using clear and unambiguous language, ensuring that all conditions of the agreement are valid in Article 1320 The civil code is met, and lists the settlement mechanism dispute effective, such as through arbitration or mediation. Thus, a contract is not only legally valid but can also be an effective tool in maintaining a balance of rights and obligations and preventing future disputes from occurring. In this article, we will discuss the legal aspects that must be considered in the preparation of a business contract in order for it to be valid and profitable. In addition, it will be described how methods can be used in drawing up effective business contracts.

By understanding the legal aspects of business contracts, it is expected that business actors can be more vigilant and careful in drafting and executing their contracts. It aims to create fair, legitimate, and profitable business transactions for all parties

METHODOLOGY

In the preparation of this article, normative research methods with a juridical approach were used. This approach is carried out by analyzing the legislation in force regarding business contracts and relevant legal principles. In addition, this study is also based on the study of literature from various sources of law, including legal doctrine, court decisions, as well as academic literature that discusses business contracts and legal aspects that must be considered.

The analytical approach is used in outlining various legal aspects that affect the validity and expediency of business contracts. With this method, it is hoped that this article can provide more in-depth and applicable insights for business people.

RESULTS AND DISCUSSION

The terms of the contract are based Article 1320 of the Civil Code

In the preparation of a business contract, the validity of an agreement must meet the requirements as stipulated in Article 1320 of the Civil Code (Civil Code). The first condition is the agreement of the parties, which means that the contract must be concluded by free consent without any coercion, oversight or fraud.¹⁹ This agreement indicates the existence of a common will between the parties in determining their rights and obligations. In business practice, agreements are usually set out in written form to provide legal protection and avoid potential disputes at a later date.

The second condition is the skill of the parties in concluding the contract. Only parties with legal capacity can enter into an agreement. In a business context, this means that the individual making the contract must be an adult (at least 18 years old) and not under guardianship. If the contract is concluded by a business entity, it must be represented by a party with authority in accordance with its articles of

¹⁹ Kakisina, P. H., Gosal, V. Y., & Nachrawy, N. (2023). Keabsahan Kekuatan Pembuktian Kontrak Elektronik Dalam Perjanjian Bisnis Menurut Hukum Positif Di Indonesia. *Lex Administratum*, 11(4).

association. If one of the parties is not legally competent, the contract may be invalidated or not have binding legal force.

The third condition is a certain thing, which means that the object of the contract must be clear and definable. The object in a business contract can be goods, services, or rights that are pledged. Vagueness in the object of the contract can lead to differences in interpretation and potentially to disputes between the parties. Therefore, the contract must in detail regulate the rights and obligations regarding the agreed object so that there is no legal uncertainty.

The fourth condition is lawful cause or legitimate causa, that is, the purpose of the contract must not be contrary to law, decency, or public order. If a contract is made for an unlawful purpose, such as an agreement to carry out corrupt practices, monopolies or actions that harm the other party, it is considered null and void and has no binding force. Therefore, in business, any contract must be drawn up ensuring that the purpose and content of the agreement do not contradict applicable regulations.

These four conditions must be met in order for a business contract to be valid and legally binding. If any of the conditions are not met, then the contract may be void or may be canceled in accordance with the provisions of applicable law. Therefore, business actors must understand the legal aspects in the preparation of business contracts to avoid legal risks in the future.²⁰

²⁰ Ridel, M., Betlen, A., & Simanjuntak, M. (2024). Efektivitas Kontrak Sebagai Instrumen Perlindungan Hukum Bagi Penyedia Jasa Dan Pengguna Jasa. *Syntax Idea*, 6(10), 6608-6623.

One of the main legal aspects that must be considered in the preparation of a business contract is the agreement of the parties. The agreement provided must be based on good faith without coercion, fraud, or errors that could result in the contract being legally flawed.

The agreement of the parties is one of the main elements in the validity of the contract as provided for in Article 1320 of the Civil Code. This agreement shows that the parties involved in the contract have reached a common ground regarding their respective rights and obligations, as well as understanding the legal consequences of the agreements they have made. In the absence of a valid agreement, the contract may be considered void or may be canceled, depending on the form of its legal defect.²¹

A valid agreement must be based on good faith, which means that the parties must give consent voluntarily without any element of coercion (dwang), fraud (bedrog), or oversight (dwaling). If one of the parties signs a contract under pressure or threat, then the contract can be canceled by the court. The same applies if the deal was obtained through fraud, for example by providing false, misleading information or hiding important facts that should have been known to the other party.²²

²¹Wajdi, F., Lubis, U. S., & Susanti, D. (2023). *Hukum Arbitrase Dan Alternatif Penyelesaian Sengketa Bisnis: Dilengkapi Arbitrase Online Dan Arbitrase Syariah*. Sinar Grafika.

²²Sasmitha, N. P., & Arbani, T. S. (2023). Analisis Terhadap Transaksi Jual Beli Melalui E-Commerce Terkait Kesepakatan Para Pihak. *Alauddin Law Development Journal*, 5(3), 483-493.

In addition, errors in understanding the substance of the contract can also be a reason for canceling the contract. For example, if one of the parties mistakenly understood the object or content of the agreement as a result of a lack of clarity or incorrect information provided by the other party, then the contract may be canceled on the basis of substantive errors. Therefore, it is important for the parties to read, understand and discuss each clause of the contract before expressing their agreement.²³ In business practice, in order to avoid disputes arising from defects in the agreement, the contract is generally drawn up in written form with the signatures of both parties as well as witnesses or a notary if necessary. It aims to provide strong legal evidence in the event of disagreements or disputes in the future. By ensuring that the agreement is based on good faith and meets the elements of validity, business contracts can run smoothly and avoid the risk of cancellation or legal disputes.

The legal competence of the parties to the contract is an important factor in determining the validity of a contract, as provided for in Article 1320 of the Civil Code. Legal prowess means that each party involved in the contract must be qualified to act lawfully in the eyes of the law. If one of the parties does not have legal skills, then the contract can be

anceled (voidable) by the court at the request of the injured party.²⁴

In Indonesian civil law, an individual is considered legally competent if he is an adult (at least 18 years old or married) and is not under guardianship. Guardianship can occur if a person has a mental disorder, bankruptcy, or in other circumstances that make him incapable of acting legally. If a contract is concluded by a minor or under guardianship, then it can be canceled at the request of the guardian or the appropriate authority. In addition to individuals, business entities such as limited liability companies (PT), cooperatives, or foundations must also meet legal proficiency requirements in contracting. A business entity is considered valid as a party to a contract if it already has the status of a legal entity and is represented by a person with authority, for example, a director or officer appointed under the company's articles of association. If the contract is signed by a person who does not have authority in a business entity, then the contract may be considered invalid and not binding on the company.²⁵

This legal prowess aims to protect the parties from invalid agreements and avoid legal disputes in the future. Therefore, in business practice, it is important to ensure that all parties to the contract have legal capacity in order for the contract to have binding force and be legally enforceable.

²³Hidayat, F. N. (2021). *Tinjauan Yuridis Terhadap Perjanjian Dalam Pelaksanaan Pengadaan Barang/Jasa Operasional Brt Trans Semarang* (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

²⁴Ridel, M., Betlen, A., & Simanjuntak, M. (2024). Efektivitas Kontrak Sebagai Instrumen Perlindungan Hukum Bagi Penyedia Jasa Dan Pengguna Jasa. *Syntax Idea*, 6(10), 6608-6623.

²⁵Ardania, V. D. (2024). *Bahan_Ajar_Hukum_Bisnis*.

The object in the contract must meet the requirements of clarity and legal certainty for the contract to be considered valid and legally binding. This requirement is in accordance with the provisions of Article 1320 of the Civil Code, which states that an agreement must have "a certain thing" as its object. Clarity of the object of the contract is essential to avoid differences in interpretation between the parties. If the object of the contract is unclear or cannot be determined, then the contract is potentially subject to dispute. For example, in the contract of sale and purchase of goods, the type of goods, quantity, quality, price and delivery time must be indicated so that there is no uncertainty that could hinder the execution of the agreement²⁶

In addition to being clear, the object of the contract must also have a legitimate economic value and be legally accountable. These economic values can be goods, services or rights that have a real benefit for the parties involved in the contract. For example, the procurement contract between the company and the supplier must mention the goods sold at a price that can be calculated objectively.

Important clauses in business contracts

In the preparation of a profitable business contract, it is very important to pay attention to the clauses governing the rights and obligations of the parties. This clause serves as a guide in carrying out the

agreement so that each party knows the responsibilities and rights they have. Rights and obligations must be formulated in a balanced manner so that no party feels disadvantaged or gets an unfair advantage.²⁷

Contracts that contain unfair clauses, for example, imposing heavy obligations on only one party without granting commensurate rights, can generate imbalances in business relationships. This imbalance has the potential to lead to disputes in the future, especially if one of the parties feels disadvantaged due to the existence of unilaterally binding provisions. Therefore, in drawing up a business contract, it is important to ensure that the agreed clauses have gone through fair negotiations and take into account the interests of all parties. In addition, vagueness in formulating rights and obligations can also be a source of differences in interpretation, provoking conflicts. For example, in the contract of sale and purchase of goods, the seller's obligation to deliver the goods and the buyer's obligation to pay must be clearly detailed, including the payment mechanism, the delivery period and the conditions in case of delay or default. Thus, in the event of a problem, the parties have a solid legal basis for resolving the dispute under the concluded contract.

In order to avoid possible disputes, the clause on rights and obligations should

²⁶ Sari, F. P. (2024). Tinjauan Hukum Perdata Terhadap Penggunaan Perjanjian Tidak Tertulis Dalam Kegiatan Bisnis. *Selodang Mayang: Jurnal Ilmiah Badan Perencanaan Pembangunan Daerah Kabupaten Indragiri Hilir*, 10(3), 198-205.

²⁷ Yani, D. A. F. (2024). *Reorientasi Perjanjian Franchise Sebagai Upaya Keseimbangan Hukum Antara Franchisor Dengan Franchisee (Studi Kasus Bisnis "Star Steak Express" Banyumanik, Kota Semarang)* (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

be drawn up on the principle of transparency and balance. The parties may also add dispute resolution mechanisms to the contract, such as mediation or arbitration, as a preventive measure in the event of a dispute at a later date. By paying attention to these aspects, business contracts are not only legally valid but also profitable and able to create harmonious and sustainable business relationships. Dispute resolution mechanisms are also an important aspect of business contracts. The parties must establish an Effective Dispute Resolution forum, either through court or arbitration, so that the contract can still be executed without significant obstacles.²⁸

Legal consequences of a contract that does not meet the conditions of the validity of the agreement.

A business contract that does not meet the legal conditions of the agreement as provided for in Article 1320 of the Civil Code may entail various legal consequences for the parties involved. If a contract does not meet the objective conditions, that is, the object of the agreement is unclear or the purpose of the contract is unlawful, then the contract is considered null and void. This means that the contract is considered to have never existed in the first place and has no binding legal effect. Under these conditions, the parties cannot demand the execution of the contract, and everything

that has been received under it must be returned to its original state.²⁹

Conversely, if the contract does not meet subjective conditions, such as an agreement obtained through coercion, fraud, or oversight, or if one of the parties if you do not have legal skills, then the contract can be voided (voidable). This contract remains valid until either party submits an application for cancellation to the court. If the court decides that the contract does contain legal defects, then it is no longer binding and does not apply in the future. For example, if a person signs a contract under pressure or threat, he has the right to apply for cancellation so that the contract does not enter into force. In addition to the annulment, parties who feel that they have been harmed as a result of an invalid contract can also claim damages under Article 1365 of the Civil Code on tort. These damages may include material losses, such as refunds or financial compensation, as well as immaterial losses, such as damage to business reputation. In some cases, if it is proven that one of the parties deliberately drafted an unauthorized contract in order to benefit himself, the other injured party may resort to legal means to obtain justice.

An invalid contract may also result in other legal sanctions, depending on the nature of the breach. If the contract is related to business regulation or business licensing, then the parties may be subject to administrative sanctions, such as fines

²⁸Ramadhanty, A. D. Q. (2023). *Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online Melalui Tiktokshop* (Doctoral Dissertation, Universitas Islam Indonesia).

²⁹ Achfas, M. H. (2024). Ulasan Singkat Tinjauan Yuridis Pendayagunaan Kekurangan Syarat Subyektif Dan Obyektif Dalam Pembatalan Perjanjian. *Jurnal Hukum Mimbar Justitia*, 10(2), 357-360.

or revocation of business licenses. In addition, if the contract is used for unlawful purposes, such as fraudulent practices, corruption, or money laundering, then the parties involved may be subject to criminal sanctions in accordance with the provisions of applicable laws and regulations.³⁰ Therefore, for avoid various legal consequences of this, every business actor must ensure that the contracts they make have fulfilled the legal conditions of the agreement, namely the existence of a free agreement, the legal competence of the parties, a clear object, and purpose that does not contradict the law. Legal and fair contracts not only provide legal certainty, but also maintain the continuity of harmonious business relationships and prevent potential disputes in the future.

By taking into account all these legal aspects, business contracts can be a powerful instrument in ensuring legal certainty and profits for the parties involved. A legitimate and profitable contract will create a harmonious and sustainable business relationship.³¹

The impact of unfair business contracts on Business Sustainability.

Unfair business contracts can have a negative impact on business sustainability, both in the short and long

term. An injustice in a contract usually arises when one of the parties has a more dominant position and thus draws up a clause in favor of itself without taking into account the interests of the other party. This can lead to imbalances in business relationships that have the potential to cause conflict and business instability.³²

One of the main effects of unfair contracts is the emergence of disputes between the parties. When one party feels disadvantaged by one-sided contractual terms, they may seek to seek justice, whether through renegotiation, arbitration, or even a lawsuit in court. Prolonged legal disputes not only cost time and money, but can also damage a business's reputation and hamper a company's operations. In addition, unfair contracts can undermine trust and business relationships. In the business world, trust between business partners is an important asset that supports the continuity of cooperation in the long term. If a company is known to make frequent contracts to the detriment of its partners, then other companies will be reluctant to cooperate in the future. As a result, the company will have difficulty establishing strategic partnerships and expanding its network in the market.³³

Another impact is the decline in motivation and performance of the injured party. If a contract does not provide a balance of rights and obligations, the aggrieved party may half-heartedly carry

³⁰ Savita, S. R. (2023). *Perlindungan Hukum Bagi Pembeli Dalam Hal Penjual Melakukan Wanprestasi Pada Kontrak Jual Beli Online* (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

³¹ Putri, E. O. W. (2024). *Transformasi Kontrak Dalam Era Digital: Tantangan Hukum Bisnis Dalam Transaksi Elektronik Di Bisnis Sewa Kebaya Online* (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

³² Indriasari, D. P., Syam, A., Jufri, M., & Latiep, I. F. (2023). *Pengantar Bisnis Modern*. Nas Media Pustaka. 9

³³ Sindu, I. M. B. A., Budiarta, I. N. P., & Pritayanti, I. G. A. A. G. (2022). Azas Proporsionalitas Dalam Kontrak Bisnis Franchise. *Jurnal Preferensi Hukum*, 3(3), 599-607.

out its obligations or even try to find legal loopholes to avoid compliance with the contract. This can disrupt the smooth operation of the business and potentially reduce the quality of products or services provided. In some cases, unfair contracts may also violate applicable laws and regulations, such as Law No. 5 of 1999 on the Prohibition of monopolistic practices and unfair business competition or Law No. 8 of 1999 on Consumer Protection. If the clause in the contract is contrary to the law, then it can be canceled, and the injured party has the right to file a claim. Consequently, the company may be subject to legal sanctions that harm its finances and business image.³⁴

In order to maintain business sustainability, it is important for every business person to ensure that the contracts concluded are fair, transparent, and do not harm either party. Fair contracts not only provide legal certainty, but also create harmonious and sustainable business relationships, thus supporting business growth in the long term.

CONCLUSION

In the preparation of a business contract, the validity of an agreement largely depends on the fulfillment of the conditions provided for in Article 1320 of the Civil Code, namely the agreement of the parties, legal competence, a clear object and lawful cause. If any of these conditions are not met, then the contract may be canceled or even null and void. Therefore, business actors must ensure

that the contracts they make comply with applicable legal provisions in order to avoid legal risks in the future. In addition to the aspect of validity, a profitable business contract must also consider the principle of fairness and balance between the rights and obligations of the parties. Unfair clauses can create disputes, damage business relationships, and negatively impact business sustainability. Therefore, transparency in the drafting of contracts as well as effective dispute resolution mechanisms are essential to ensure that contracts are not only legally valid, but also support the continuity and stability of the business in the long term.

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