

Status of Nullity by Law the Agreement Due to Standard Clauses in the Consumer Protection Law

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ABSTRACT: Current legal issues greatly affect several aspects in the field of business law which often not infrequently end in civil lawsuits in court, although it has been clearly regulated in the Consumer Protection Law regarding several things that may be agreed upon in a contract, however, business actors often also ignore the rules that are prohibited from being made in the agreement, such as applying standard clauses which in the legal norms of the standard clauses in the Consumer Protection Law such things are not permitted, so that the situation becomes null and void, which in which such a situation can harm not only consumers but can also have an impact on the business actors themselves, in daily practice of course such things must be a serious concern not only in the field of business or business but in all aspects related to the law, especially those agreed upon in an agreement, because an agreement requires several provisions that cannot be simply ignored, although sometimes it seems that the existing agreement arises from existing problems, not actually prepared before a dispute occurs, because apart from the agreement being prepared to minimize more complicated disputes, it is also expected that there is good ethics in the implementation and obedience to follow what is it has been agreed that both individual subjects and legal entities such as companies are parties to an agreement.

Keywords: Void Agreement, Standard Clause, Consumer Protection.



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INTRODUCTION

Legal awareness in society from day to day certainly experiences a dynamic shift both from the legal perspective itself and the understanding of the law, we know of course that the law is related to various rules and prohibitions on what is allowed and what cannot be violated because it will face sanctions. If we see the law as a manifestation of certain values, then the choice is idealistic, the law has a nature that helps explain various aspects of the law itself, let's say for example the law from the business aspect has become a certain thing in business interactions there are provisions that underlie the main points understood by each business actor such as those related to related regulations, or in carrying out a Cooperation whether it is carried out by individuals or legal entities against legal entities.

Agreements are certainly the initial capital prepared in interactions or establishing relationships with each other, whether carried out between civil society members, as well as with government elements related to cooperation in the business sector, because everything that is done later must have rules of the game, or laws that are obeyed by the parties later as legal subjects or those who are carrying out an activity carried out by more than one party. In community life, interactions between members of society must occur, both in social life and in meeting their economic needs. The existence of interactions and fulfillment of economic needs intentionally or unintentionally will give birth to norms that are used as shared guidelines.

The agreement or obligation itself is within the scope of civil law, we know that civil law itself is based on the Civil Code (KUH Perdata) which originates from *Burgerlijke Wetboek* or from Dutch law. The definition of an agreement according to Article 1313 of the Civil Code reads "an act by which one or more persons bind themselves to one or more other persons" so that it can be said that the relationship between an obligation and an agreement is an agreement to issue an obligation, an agreement as a basis for an obligation as other sources, an agreement is something concrete for a legal event. The agreement itself cannot be separated from the related legal principles, such as the principle of freedom of contract (*contracts vrijheid*) where this principle allows every society or anyone, either a person with a person or a legal entity against a legal entity and/or vice versa, among those who bind themselves in an agreement.

However, behind the principle of freedom of contract (*contracts vrijheid*) there are things that cannot be done, or must not be contrary to law, public order, and morality. As the agreement is based on the provisions of Article 1320 of the Civil Code which regulates that in order for an agreement to be valid, it must meet 4 (four) requirements, including (1) an agreement between the parties who are bound, (2) the capacity to make an agreement, (3) a certain thing, and (4) a lawful cause, that as long as these provisions are obeyed or followed properly, of course anyone without exception is free to arrange clauses in an agreement in writing. Likewise, what is required to be a legal norm in an agreement to guarantee consumer rights as in Law No. 8 of 1999 concerning Consumer Protection, which contains several requirements in containing clauses and/or articles in an agreement between business actors and consumers.

The presence of law in society is among others to integrate and coordinate the interests that can collide with each other by law integrated in such a way that the collisions can be suppressed as little as possible. The organization of these interests is done by limiting and protecting these interests can only be done by limiting the interests of the other party (Dr, 2000).

Of course, such a phenomenon does not always have a negative connotation. The purpose of making a standard agreement is to provide convenience (practicality) for the parties concerned. Therefore, starting from that purpose, Mariam Darus Badruzaman then defines a standard agreement as an agreement whose contents are standardized and stated in a formular form (Mariam Darus Badruzaman, 1989). On the one hand, this form of agreement is very profitable, if you look at how much time, energy and costs can be saved. However, on the other hand, this form of agreement certainly places the party who did not participate in making the clauses in the agreement as the party who, whether directly or indirectly, is the party who is disadvantaged, that is, on the one hand, as one of the parties to the agreement, he has the right to obtain a balanced position in

carrying out the agreement, on the other hand, he must comply with the contents of the agreement presented to him (Sriwati, 2000).

Closely related to agreements made by certain parties such as business actors with consumers, business actors must guarantee the interests of consumers as parties who in this case certainly spend money to obtain goods or services offered by the business actor, with the aim of guaranteeing consumer rights, especially in agreements that are promised and later obeyed by the business actor and consumer who bind themselves in an agreement, the agreement cannot be made unilaterally with standard clauses whose clauses are contrary to legal norms or legal rules in a statutory provision.

According to Hans Kelsen, the relationship between laws or legal norms of customary law and court decisions can be interpreted in the same way. Court decisions give rise to special norms that must be considered valid so that they are legal as long as the court decision has not been canceled in the manner prescribed by law, because its illegality is determined by the competent organ. Agreements that have been made are no longer valid or are considered never to have existed and are returned to their original state as when the agreement had not been implemented. Where the party who made a mistake is responsible for restoring/returning the situation to its original condition, where he must not take advantage of the cancellation of the agreement, while the party who did not make a mistake should as far as possible not suffer any losses due to the cancellation of the agreement (Indik Syahrabanu, 2023a).

In the realm of civil practice, the concept of null and void is known in the context of contract law. In the provisions of Article 1320 of the Civil Code, four conditions are required for the validity of an agreement, namely: agreement of those who bind themselves; competent to make an agreement; concerning a certain matter; a lawful cause. The first two conditions are called subjective conditions because they concern the people or subjects who make the agreement, while the last two conditions are called objective conditions because they concern the agreement itself or the object of the legal act carried out. If the objective conditions for the validity of an agreement are not met, then the agreement is null and void. Legally, from the beginning there was no agreement and no obligation whatsoever between the parties who intended to make the agreement. Although the term is "null and void", it does not mean that an agreement that does not meet the objective conditions is automatically null and void. The judge is required to declare that there never was an agreement or obligation, of course after a certain party files a lawsuit against the validity of the agreement in question. This is in accordance with the legal principle that applies in civil procedural law, namely "Judges are Waiting". Based on Article 118 HIR and 142 Rbg, the judge must wait for the claim to be submitted to him, so whether a lawsuit or claim to be submitted or not is left entirely up to the interested parties.

Meanwhile, in the case of deficiencies regarding subjective requirements, an agreement is not null and void but "can be requested to be cancelled" by one of the parties. Subekti provides an analysis related to the reasons for the distinction between agreements that are null and void and agreements that can be requested to be cancelled. An agreement that does not contain something specific can be said to be an agreement that cannot be implemented because it is not clear what was promised by each party. This situation can be seen immediately by the judge. Regarding agreements that are not halal, it is clear that such agreements cannot be made because they violate the law or morality

(Subekti, 1990). According to Subekti, there are two ways to request the cancellation of an agreement. First, the interested party actively as the plaintiff asks the judge to cancel the agreement. Second, wait until he is sued before the judge to fulfill the agreement in question. In front of the Court, the Defendant states that the agreement was approved when he was still incompetent, or approved because he was under threat or because he was mistaken about the object of the agreement or because the Defendant was deceived. This passive cancellation is not limited by a time period (Subekti, 1990).

METHOD

The research conducted in this journal uses a normative strategy in civil research. This research is conducted by conducting research on secondary information sources or libraries as the subject matter to be studied, especially research involving literature analysis related to this journal taken from the library. In this civil law research due to the agreement being canceled due to the standard clause in the consumer protection law, the approach used is a method that is entirely based on laws and regulations, principles of agreements that apply generally or universally, commonly referred to as the statutory method.

The data sources used come from legal journals, civil law books along with laws on consumer protection, as well as secondary civil references along with books and magazines that are relevant to the topic of this research. In addition, there are also tertiary sources in the form of secondary regulations such as dictionaries, encyclopedias, newspapers, and various other online sources. The approach to analysis and delivery of information in this study is presented using a descriptive-analytical method. The data processing carried out is qualitative, while the approach to drawing conclusions uses a deductive approach.

RESULT AND DISCUSSION

Valid Conditions for an Agreement Based on Civil Law Provisions in Indonesia and Generally Applicable Principles

The legal consequences for agreements whose conditions are not met as based on Article 1320 of the Civil Code, especially regarding the objective conditions which are the agreement itself or the purpose of the parties to enter into an agreement, namely having a legitimate and proper or appropriate basis. So that the basis of the provisions required is related to objective conditions not simply ignored, because this Halal requirement is not contrary to law, public order, and morality. Because the legal consequences of the conditions not being met, the agreement does not mean anything if what is made contains elements of coercion, fraud or error, it will result in the agreement being null and void or can be canceled through the court so that the existing agreement has no effect on the parties who are bound by an agreement.

The regulation of Contracts in the Indonesian civil law device is regulated in e book III of the Civil Code (KUH Perdata) which discusses obligations (verbintenis). ebook III of the KUHPerdata adopts an open gadget, this means that that each character has the liberty to make any agreement as lengthy because it does not warfare with laws and rules, public order, and morality. This

freedom gives flexibility to society to create sorts of agreements in line with their wishes, even though they're no longer explicitly regulated in regulation (Dantjie, 2025) In agreement regulation, we apprehend the existence of proportional standards. The phrase 'proportionality' or proportional way to correspond to proportions or equal, balanced. while 'balance' means a kingdom of stability (balanced – equal weight, equilibrium, share, identical); in physics is described as a condition that takes place when all the forces and inclinations that exist in every item or machine are precisely neutralized or antagonistic through the identical pressure or tendency but have opposite instructions (Hapsari & Kurniawan, 2020)

The fairness theory of justice with integrity arises from an examination of John Rawls's theory of justice, particularly its transformation. This idea become developed in a dissertation titled "The life of Bawasluin the settlement of administrative Disputes and disputes over the Legislative Election procedure in Indonesia", authored via Sahran Raden. The concept displays the creator's insights gained at some point of his revel in as an election organizer and pursuits to cope with practical problems related to electoral justice. It serves as each an analytical device and a foundational framework for know-how electoral justice in Indonesia, specially concerning electoral regulation enforcement (Raden, 2024). Rawls invites us to apprehend one of the vital ideas in his principle of justice, particularly the concept of the unique position. through the concept of the original position he shows the meaning of equity, and how it could be produced.

From a business perspective, franchising is associated with a production and/or distribution community of goods or offerings with certain standards and exploitation structures. The definition of standards and exploitation structures includes similarities in using commercial enterprise names and brands, manufacturing structures, packaging, presentation and distribution strategies. in the franchise gadget, an summary factor with excessive monetary cost is hidden, specifically, a certain photograph or goodwill. an amazing photo or name is wanted in the enterprise world, where competition and efforts to advantage marketplace share play a big role (Indonesia, 2025).

The law implemented in society is a reflection of the actual law enforcement process. From a sociological perspective, regulation refers greater to the social relationships gift in the enforcement of the law, together with judicial energy: the choices made through judges that can have a enormous effect. The regulation enforcement technique ultimately results in effects that have an effect on people or businesses going through prison troubles, their respective households, groups, social groups, and society at huge. moreover, mass media performs a substantial function in reporting on legal matters inside society (Suhendar & Aringga, 2024) The definition of rights is frequently equated with the which means of safety. These two matters, despite the fact that they have got similarities, have different grammatical meanings. someone's rights will only be given if he has fulfilled his responsibilities, however, the provision of safety is likewise received robotically even though the responsibilities have no longer been finished. To obtain a in addition know-how of the safety provided by means of the law, a extra concrete rationalization may be made in the previous bankruptcy wherein these sub-chapters might be explained the protection provided with the aid of numerous laws and policies. consider inside the relationship between customers and advocates is one of the most primary and basic things. In this case, the purchaser entrusts his felony trouble to an advise who can constitute them to take care of all prison pastimes to meet the purchaser's feel of justice (Umar et al., 2021). The settlement to be applied ought to be based on suitable faith, responsibility and self-attention, carried out in proper faith, that means that it's far

according with decency and equity among every of the parties who agree that the agreement might be applied. within the customer safety regulation, business actors are required to have desirable faith in carrying out their commercial enterprise sports, whilst customers are required to have right religion in making purchases of goods and or services (Lumentut & Palullungan, 2023).

First, the principle of the privity of settlement contained in contractual relations calls for that the entrepreneur has the obligation to shield the rights and pursuits of the purchaser. This brings logical consequences wherein entrepreneurs can't be blamed for things which can be out of doors the settlement among entrepreneurs and customers (Hakim, 2019) generally, Indonesian regulation assigns the burden of proof to the accuser. Article variety 1865 KUH of Civil regulation strictly regulates that any accusing party is obliged to provide applicable evidences. This Article is applied to civil cases in which consumers are filing claims based on a breach of settlement (*wanprestasi*) or a negligence of rule (*perbuatan melawan hukum*) (Yuanitasari, 2019). Agreements are essentially made to recognize the rights and responsibilities of each party. And if one party is in default, then the agreement can be used as proof related to legal moves or criminal relationships that occur among the events. To be regularly occurring as proof, an settlement need to of direction meet the factors regulated by means of law (Yuhelson et al., 2020a, 2020b). Contract concept says that although it isn't genuinely said whether or not it's far an settlement or not, if the situations of the agreement were met then it's far known as an settlement (Wardah et al., 2020) Agreements inside the shape of unwritten or oral agreements in widespread have a tendency to be considered as vulnerable agreements considering that oral agreements are extra hard to prove because they are easy to be denied via the promised birthday celebration when in comparison to written agreements whose clauses are written certainly and observed by the signatures of the events as a signal of the incidence an settlement, notwithstanding the fact that a written agreement can also be denied by the parties, inclusive of one birthday party not admitting or denying having signed an settlement or one of the events feels that he was pressured or made a mistake in signing the agreement (Nomor et al., 2022).

In an agreement, not only does it fulfill the requirements for the validity of an agreement as regulated in Article 1320 of the Civil Code, in implementing the agreement it must also pay attention to and apply the principles of contract law. In contract law there are also several principles of contract law, namely: 1) The principle of consensualism, 2) The principle of freedom of contract, 3) The principle of the binding force of agreements (*pacta sunt servanda*), 4) The principle of good faith (*good faith*), 5) The principle of trust, 6) The principle of personality, 7) The principle of legal equality, 8) The principle of balance, 9) The principle of legal certainty, 10) The principle of morals, 11) Principle of Propriety, 12) Principle of Custom and 13) Principle of Protection. Therefore, the principles that need to be considered are these principles which are the basis for the parties in determining and making an agreement in daily legal activities. All of the principles above are important and must absolutely be considered by the agreement makers so that the final goal of an agreement can be achieved and implemented as desired by the parties (Muhammad Irayadi, 2021).

Where the agreement is an event where one party promises to another party and to perform an achievement. The agreement creates an obligation for both to fulfill what is agreed upon. And in making an obligation in the form of an agreement, the parties must heed the principles and elements as principles in the law of obligations. The Civil Code presents numerous fashionable concepts that are pointers or benchmarks and become limits or signs and symptoms in regulating

and forming agreements with the intention to be made until they subsequently turn out to be an obligation that applies to the events. The ideas of the law of agreements that are general ideas (standards) that must be heeded by means of anybody worried in an settlement (Sinaga, 2019a). In the agreement, there are several principles of contract law, which are as follows:

a) Principle of Freedom of Contract (*Contracts Vrijheid*)

This principle allows every society to make an agreement containing anything as long as it does not conflict with what is required by Article 1320 of the Civil Code.

b) Principle of *Consensualism*

Agreements are formed because of the will (consensus) of the parties. Agreements can basically be made freely without being bound by a certain form and the settlement has been born in the meanwhile whilst an agreement is reached through the parties. In different words, the agreement is valid if there may be an settlement on the main matters and there's no want for certain formalities.

c) Principle of *Pacta Sunt Servanda*

Adhered to as a principle that stipulates that all agreements made legally apply as laws for those who make them. In other words, this principle underlies the statement that an agreement will result in a legal obligation so that the parties are bound to carry out the agreement. The agreement is made by the parties themselves and they also determine its contents and how it is implemented. The agreement that is made legally gives rise to the same legal consequences as the law for the parties. In this sense, if one party does not or neglects to carry out its obligations according to the agreement, the other party who is harmed or whose rights are violated will receive legal protection from the country concerned through the courts. Furthermore, the parties must fulfill what they have agreed to in the agreement they have made (Arus Akbar Silondae, Wirawan B. Ilyas, 2011). The precept of *Pacta Sunt Servanda* is closely related to the norm of prison requirements as moreover primarily based on Article 1338 of the Civil Code, which states "all agreements made in accordance with the law exercise as prison tips for folks that cause them to. The agreement can not be withdrawn besides via settlement of both parties, or for reasons decided through regulation. The agreement ought to be finished in excellent faith". simply so the prevailing settlement has no cause for the parties no longer to carry it out as it should be as determined therein.

d) Principles of Personality (*Personality*)

The principle of character is concluded from Article 1315 of the Civil Code which states "in general, nobody can bind themselves in their personal call or ask for a promise to be made, besides for themselves". The legal obligation created by an agreement only binds the people who make the agreement and does not bind others. An agreement best incorporates the rights and obligations between the events who make it. Other people or third parties have no connection with the agreement. A person is not allowed to make an agreement that places obligations on another person or third party without the authority of the third party (Arus Akbar Silondae & Wirawan B. Ilyas, 2011).

e) Principle of Good Faith

All agreements made must be based on good faith (in good faith) furthermore the definition of good faith has two meanings, namely:

1. Agreements made must pay attention to the norms of propriety and morality.

2. Agreements made must reflect an inner atmosphere that does not indicate any intention to harm the other party.

The agreement itself in the Civil Code as contained in Article 1320 of the Civil Code has determined the requirements for a valid agreement, namely (1) Agreement of those who bind themselves (*agreement*), (2) Capacity to make a contract (*capacity*), (3) Certain things, (4) Lawful reasons. That both parties who enter into an agreement must agree on the main things in the agreement that are mutually desired by each other. That in Article 1329 of the Civil Code it is emphasized that an agreement does not meet the requirements of an agreement if the agreement is given due to error, coercion, or fraud. The requirement of an agreement in an agreement is also called a subjective requirement.

Competence in an agreement in principle every person is considered competent or capable of making an agreement as per Article 1329 of the Civil Code which states "every person is competent to make agreements, unless he is declared incompetent by law" the category of people who according to the law are incompetent to make an agreement are people who are not adults or minors (*minderjarig*) and people who are placed under guardianship (*curatele*). So that both people who are classified as such cannot make an agreement independently, except through a representative who can be represented by a parent, or guardian and/or other adult who has the right to represent him, this competency requirement in an agreement is also called a subjective requirement.

What is meant by certain things in Article 1320 of the Civil Code is what is the obligation of the debtor and what is the right of the creditor or vice versa, the object of the agreement can be determined regarding rights and obligations such as the contents of the agreement relating to the price and goods, that certain things in the agreement are also called objective conditions. While the lawful cause of the contents of the agreement itself or the purpose of the parties to enter into an agreement, namely having a legitimate and proper or appropriate basis, lawful is not contrary to law, public order, morality. Whether or not the conditions of this lawful cause are met is determined by the contents or object of the agreement, so that the terms of this agreement in the agreement are also known as objective conditions.

In principle, an agreement consists of a series of words agreed upon by both parties. The function of the agreement can provide legal certainty to the parties. For an agreement to be valid, it must meet the requirements specified in Article 1320 of the Civil Code, namely agreement, competence, certain things and lawful causes. Apart from that, the agreement must also comply with the legal principles that have been determined, including the principle of good faith as stated in the provisions of Article 1338 paragraph (3) of the Civil Code (Faith & Khalid, 2023a).

Legal Consequences of Agreements Containing Standard Clauses as Regulated in The Consumer Protection Law

Legal consequences of unfulfilled conditions in an agreement related to consumer rights guaranteed by Law No. 8 of 1999 concerning Consumer Protection, upon the birth of an agreement between a business actor and a consumer, where the agreement can be void by law due to the agreement not fulfilling some of the conditions specified in an agreement. Based on the

provisions in Article 18 of Law No. 8 of 1999 concerning Consumer Protection, it is stated as follows:

1. Business actors offering goods and/or services intended for trading are prohibited from making or including standard clauses in each document and/or agreement if :
 - a. Stating the transfer of responsibility of the business actor;
 - b. Stating that the business actor has the right to refuse the return of goods purchased by the consumer;
 - c. Stating that the business actor has the right to refuse the return of money paid for goods and/or services purchased by the consumer;
 - d. Stating the granting of power from the consumer to the business actor, either directly or indirectly, to carry out all unilateral actions related to goods purchased by the consumer in installments;
 - e. Regulating matters of proof of loss of use of goods or use of services purchased by the consumer;
 - f. Granting the right to the business actor to reduce the benefits of services or reduce the consumer's assets that are the object of the sale and purchase of services;
 - g. Stating that the consumer is subject to regulations in the form of new, additional, continuation and/or further changes made unilaterally by the business actor during the period when the consumer uses the services purchased;
 - h. Stating that the consumer grants power to the business actor to impose mortgage rights, lien rights, or guarantee rights on goods purchased by the consumer in installments.
2. Business actors are prohibited from including standard clauses whose location or form is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand.
3. Every standard clause that has been stipulated by the business actor in a document or agreement that fulfills the provisions as referred to in paragraph (1) and paragraph (2) is declared null and void by law.
4. Business actors are required to adjust standard clauses that conflict with this law.

That with that, if we pay attention to the legal norms contained in Law No. 8 of 1999 concerning Consumer Protection above, it is certain that an agreement containing a standard clause in it will result in such an agreement being null and void, which as a result of the null and void agreement there are no more rights and obligations arising from an agreement for the parties, such an agreement does not have the force as stated in Article 1335 of the Civil Code, so that both business actors and consumers better understand their rights and obligations in containing the object to be agreed upon in an agreement whether it is in accordance with the valid requirements as stated in Article 1320 of the Civil Code, or on the contrary, the existing agreement is realized directly or indirectly in a void state, which results in the agreement being null and void. Based on Article 1320 of the Civil Code, to see the validity of an agreement, subjective requirements must be met: (1) Agreement of those who bind themselves, (2) Capacity to make a contract, objective requirements: (3) A specific subject matter, (4) A cause that is not prohibited, from this legal analysis it is clear that subjective requirements are not met because they are in conflict with the legal norms contained in Article 18 of Law No. 8 of 1999 concerning Consumer Protection, where this is also an element of an unlawful act, therefore cancellation can be divided into 2 (two) terms that have legal consequences :

1. Null and Void from the beginning the agreement is void, or deemed to have never existed, if the objective conditions are not met. The agreement is null and void, since from the beginning there was never an agreement and there was never an agreement.
2. Voidable if one of the subjective conditions is not fulfilled, the agreement is not null and void, but one of the parties can request cancellation, the agreement itself remains binding on both parties, as long as it is not canceled by a judge at the request of the party who has the right to request cancellation (the party who is incompetent or the party who agreed not freely).

In the event of an agreement being null and void due to the standard clauses in Law No. 8 of 1999 concerning Consumer Protection, it is certain that losses may arise, and these losses will certainly result in consumers in this case who directly experience losses, whereas on the other hand, consumer rights are protected by law, especially in the contents of clauses or articles in an agreement, where business actors are prohibited from including standard clauses in the agreement, and consumers are given the freedom to determine the contents of the articles that will be agreed upon by both parties.

Efforts to maintain the dignity and consumers need to be supported by increasing awareness, knowledge, concern, ability, and independence of consumers to protect themselves and responsible business actors, consumer rights including comfort, security rights, and safety in consuming goods and/or services. Consumer protection efforts in Indonesia are based on Law No. 8 of 1999 concerning Consumer Protection in Article 2, which contains the principles of Consumer Protection, namely (Mertokusumo, 1999):

- 1) Principle of Benefit
This principle implies that the implementation must provide the greatest possible benefits to both parties, consumers and business actors. So that no party has a higher position than the other party. Both parties must obtain their rights.
- 2) Principle of Justice
The implementation of this principle can be seen in Articles 4 to 7 of Law No. 8 of 1999 concerning Consumer Protection which regulates the rights and obligations of consumers and business actors. It is hoped that through this principle, consumers and business actors can obtain their rights and fulfill their obligations in a balanced manner.
- 3) Principle of Balance
Through the application of this principle, it is expected that the interests of consumers, business actors and the government can be realized in a balanced way, no party is more protected.
- 4) Principle of Consumer Safety and Security
It is expected that the application of Law No. 8 of 1999 concerning Consumer Protection will provide a guarantee of consumer safety and security in the use, consumption, and utilization of goods and/or services consumed or used.
- 5) Principle of Legal Certainty
It is intended that both consumers and business actors obey the law and obtain justice in the implementation of consumer protection, and the state guarantees legal certainty.

Indonesia as a country of law that upholds legal certainty adopts a law of agreements that will regulate relations and/or activities of the wider community must provide legal certainty for the

parties who will enter into an agreement. The word act that is too broad will mean an act that is not based on an agreement, such as that it should be noted that Article 1320 of the Civil Code requires that the validity of an agreement must have an agreement or consensualism. Article 1320 of the Civil Code makes agreement a subjective requirement of an agreement, meaning that if an agreement is not based on an agreement, it can be canceled (*nietig*) (Umami & Dudy, n.d.-b). Whether or not the conditions of this lawful cause are met is determined by the content or object of the agreement, so that the conditions of this agreement in the agreement are also known as objective conditions, so that the legal consequences of the conditions not being met in the agreement are related to consumer rights guaranteed by Law No. 8 of 1999 concerning Consumer Protection, upon the birth of an agreement between a business actor and a consumer, where the agreement can be void by law because the agreement does not meet some of the conditions specified in an agreement. Based on the provisions of Article 18 of Law No. 8 of 1999 concerning Consumer Protection.

That where in the agreement, as long as it applies what has been determined, it is prohibited. Based on the provisions in Article 18 of Law No. 8 of 1999 concerning Consumer Protection, it is stated as follows:

1. Business actors offering goods and/or services intended for trading are prohibited from making or including standard clauses in each document and/or agreement if:
 - a. Stating the transfer of responsibility of the business actor;
 - b. Stating that the business actor has the right to refuse the return of goods purchased by the consumer;
 - c. Stating that the business actor has the right to refuse the return of money paid for goods and/or services purchased by the consumer;
 - d. Stating the granting of power from the consumer to the business actor, either directly or indirectly, to carry out all unilateral actions related to goods purchased by the consumer in installments;
 - e. Regulating matters of proof of loss of use of goods or use of services purchased by the consumer;
 - f. Granting the right to the business actor to reduce the benefits of services or reduce the consumer's assets that are the object of the sale and purchase of services;
 - g. Stating that the consumer is subject to regulations in the form of new, additional, continuation and/or further changes made unilaterally by the business actor during the period when the consumer uses the services purchased;
 - h. Stating that the consumer grants power to the business actor to impose mortgage rights, lien rights, or guarantee rights on goods purchased by the consumer in installments.
2. Business actors are prohibited from including standard clauses whose location or form is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand.
3. Every standard clause that has been stipulated by the business actor in a document or agreement that fulfills the provisions as referred to in paragraph (1) and paragraph (2) is declared null and void by law.
4. Business actors are required to adjust standard clauses that conflict with this law.

As the provisions above have been clearly required by Law No. 8 of 1999 concerning Consumer Protection, it is a standard clause that is prohibited from being included in an agreement because it is contrary to Article 1320 of the Civil Code, namely agreed, capable, certain things and lawful causes. That as a result of the agreement being null and void, the agreement in question will no longer mean anything to the parties in the agreement. And because of this situation, it is possible that someone will be directly harmed, which in cases like this often has an impact on consumers, so that it is not uncommon for consumers to take legal action, either through deliberation through the Consumer Protection Agency, and/or legal action through the courts.

Concerning the principle of freedom of contract, it is also limited by the Civil Code. In phrases of freedom to make agreements. those general agreements or wellknown contracts result in biased clauses that tend to desire the opposite birthday celebration. This standard settlement is greater green to use in the enterprise world. And the practice is easier and less complicated and may be signed right now by using the parties. apart from that, preferred contracts are not truely a criminal difficulty due to the fact widespread contracts have end up a need in commercial enterprise practice. but, in reality, in case you have a look at the making of a standard settlement, the agreement does now not comprise factors of the principle of freedom of agreement in any respect, however due to the constraints of the principle of freedom of settlement, the standard settlement can apply. for this reason, the meaning and importance of felony troubles regarding the lifestyles and scope of the precept of freedom of contract due to the use of trendy agreements within the commercial enterprise world. the position of the parties in a preferred agreement isn't always equal due to the fact the enterprise actor is the birthday party with the robust economic system even as the consumer is the birthday party with the susceptible economic system. enterprise actors, as economically sturdy events, are those who make the rules contained in fashionable agreements, in which these guidelines are on occasion one-sided. in order for the location of enterprise actors and purchasers to be identical, enterprise actors should be aware of the rules concerning popular clauses. Freedom of contract or freedom of agreement need to be limited in its operation in order that contracts made primarily based on this principle do no longer end up one-sided or unequal agreements. There are several barriers imposed by way of the articles of the Civil Code in this principle, which make this principle a limiteless precept, together with Article 1320 paragraph (1); paragraph (2); and paragraph (4), Article 1332, Article 1337 and Article 1338 paragraph (three). Article 1320 paragraph (1) gives a demonstration that the law of contracts is governed by means of the "principle of consensualism" and is restrained via this principle (Apriyodi Ali, Achmad Fitriani, and Putra Hutomo, 2022).

According to Article 1332, only goods that can be traded can be the subject of an agreement. This means that only goods that have economic value can be used as the object of the agreement. Article 1338 paragraph (3) determines the application of the "principle of good faith" in implementing contracts. This means that if the contract is made in bad faith, for example based on fraud, then the agreement is invalid. Thus, the principle of good faith implies that a party's freedom to make an agreement cannot be realized at will, but is limited by their good faith. Even though the principle of freedom of contract recognized by the Civil Code is essentially limited by the Civil Code itself, its working capacity is still very loose. This leniency has created inequalities and injustice for the parties.

Which is basically in reality (*de facto*) in other words the contents of the agreement are not known "by the party presented with the standard agreement, this is one of the main reasons for objection. And he said, that even if they know the contents, they do not necessarily understand the intent and scope of the clauses there. Some detail their objections, including being written in a form, the contents of which are not discussed in advance: the party presented with the standard agreement is "forced" to accept the situation because of its weak position and therefore called *dwangcontracten*, where the freedom to contract based on Article 1338 of the Civil Code has been violated. The (standard) credit agreement is the instigation of the economic power of the bank as the credit provider who "pressures" the credit recipient. There are also those who say that "the coercion of these conditions is among others abnormal, not applicable as it should be (Panggabean, 2010).

The agreement as long as the contract has been implemented and no party objects and requests the cancellation of the contract to the court, the contract remains valid. However, if the deficiency is related to objective requirements, namely the absence of certain object requirements that are contrary to lawful causes, then the contract is null and void. This means that from the beginning it has not existed and is considered to have never existed. To be clearer about the legal consequences if the conditions for the validity of the contract are not met. This varies depending on what conditions are not met in the contract, including: First, the contract is null and void, if the contract does not meet the objective requirements of a contract. The objective requirements of a contract are certain matters and legal powers as stated in Article 1320 of the Civil Code. Second, the contract can be canceled (*vernietigbaar, voidable*), if the contract does not meet the subjective requirements of a contract. The subjective requirements of a contract are regarding the agreement of will and ability to act as stated in Article 1320 of the Civil Code. The contract cannot be implemented (*unenforceable*), namely a contract that does not have legal force before being converted into a valid contract. An example of a contract that cannot be implemented is a contract that should be made in writing, but is made orally by the parties. To overcome this problem, the parties then make the contract in writing (R. M. Panggabean, 2010).

Primarily based at the above provisions, it can be interpreted that the parties who input into an agreement ought to follow the agreement they make. Agreements are very much needed to make sure the implementation of the stability of rights and responsibilities between the events who are making promises (Situmorang, 2021). Jurisprudence distinguishes among the ideas of law, the precept of felony responsibility, the precept of the guideline of regulation, and so on. principles describe the preliminary, essential, indicative, and legal requirements underlying a given felony phenomenon. standards are universally binding and constitute the most vital factors of any felony phenomenon. standards consolidate the global enjoy of the records and development of regulation, the enjoy of a given civilization. ideas are the primary provisions that establish the goal regularity of social lifestyles. Their main role is supplied with the aid of their direct or oblique enshrining in criminal norms (M. Muchtar Riva'i Berlianingsih Kusumawati, Sulistyoto Seti Utami, 2021). A joint agreement is reviewed within the precept of agreement regulation in the route of freedom of agreement, which offers freedom to determine agreement clauses on the pre-contractual stage and the contractual stage aimed at peace. that is because freedom of agreement is an crucial principle for people in developing themselves in their non-public and social lifestyles in society.

some specialists emphasize that the precept of freedom of contract is part of human rights that ought to be respected (Gaffar et al., 2021).

CONCLUSION

In minimizing legal disputes between parties, of course, an agreement is an effective solution for any party, because individuals and/or legal entities can bind one another regarding the rights and obligations made in writing and later the legal product itself is in the form of an agreement which becomes an obligation to be carried out and obeyed as well as possible, of course because of that the agreement must be made as possible following all provisions as required by laws and regulations as they should be.

In a state of null and void, an agreement no longer has any meaning for the parties to the agreement, where according to Article 1338 of the Civil Code, an agreement is like a law for the parties who make, agree and sign an agreement, and the agreement has its own legal consequences if it is not complied with properly, however, the state of null and void itself is caused by the agreement made not following the conditions contained in the provisions of Article 1320 of the Civil Code so that it becomes null and void and/or can be canceled through the court as long as the conditions are in the provisions of Article 1320 of the Civil Code where the agreement violates the norms of legal principles as referred to in Article 18 of Law No. 8 of 1999 concerning Consumer Protection.

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