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Conditional Obligations in Indonesian Civil Law Implications of the Supreme Court's Decision on Business Practices

Dwikornida[1], Syaifuddin Islami[2*]

[1] *Faculty of Law, Universitas Tamansiswa Padang, Indonesia*
[2] *Faculty of Agriculture, Universitas Tamansiswa Padang, Indonesia*
* *syaifuddinislami1980.si@gmail.com*

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ABSTRACT

Conditional obligations are a fundamental concept in Indonesian civil law that provide flexibility in business transactions. Regulated under Article 1253 of the Indonesian Civil Code, these obligations allow contract execution to be contingent upon specific conditions that have yet to occur. In business practices, conditional obligations are commonly applied in sales agreements, international business contracts, and transactions involving government regulations. One crucial aspect of their implementation is legal certainty, as emphasized in the Supreme Court Decision No. 218 PK/Pdt/2015, which states that agreements dependent on government approval cannot be executed before obtaining such approval. An analysis of this ruling highlights the significant legal implications of conditional obligations, both in ensuring legal protection and managing uncertainty in business agreements. A comparative study with international legal systems, such as European civil law and common law, reveals that conditional obligations are widely recognized as a universal legal instrument in business contracts. Therefore, a deep understanding of conditional obligations is essential for business practitioners and legal professionals to ensure effective agreements that minimize risks and comply with applicable legal regulations.

INTRODUCTION

An essential notion within the realm of contract law pertains to conditional obligations, which serve to mitigate uncertainty inherent in commercial transactions (Choi & Triantis, 2020; McManus, 2023; Soutullo, 2018). Article 1253 of the Indonesian Civil Code delineates the framework for conditional obligations, asserting that the fulfillment of an obligation may be contingent upon an uncertain event. Consequently, conditional agreements empower the contracting parties to establish arrangements that may be subject to alteration in response to

[1] *syaifuddinislami1980.si@gmail.com*

evolving circumstances (Caldarelli, 2021; Demirel et al., 2017).

Conditional agreements are exceedingly prevalent within the realm of commerce, particularly in transactions involving real estate, international business contracts, and accords that adhere to governmental regulations (De Sousa Gonçalves, 2017). For instance, agreements pertaining to land sales frequently incorporate a stipulation indicating that the contract is contingent upon the buyer acquiring authorization from the pertinent regulatory body (Singh, 2012). This exemplifies those conditional agreements can provide both legal certainty and adaptability in commercial contracts.

At the international level, numerous legal frameworks incorporate the notion of conditional obligations. This encompasses European civil law, which employs the opschortende voorwaarde and ontbindende voorwaarde methodologies in commercial agreements (Kölling, 2022; Thinus, 2024). This notion is similarly observed in standard law systems, where conditional contracts are frequently utilized in commercial transactions (Moss, 2007). This principle illustrates that conditional agreements can be extensively applied within the realm of contract law.

In the realm of legal practice, judicial rulings, particularly those rendered by the Supreme Court of Indonesia, have established benchmarks for the enforcement of conditional agreements. The Supreme Court Decision Number 218 PK/Pdt/2015 stands as one of the most notable rulings in this context. This ruling articulates those agreements contingent upon governmental approval cannot be enacted until such approval is secured (PUTUSAN3 MAHKAMAHAGUNG.GO.ID, 2015). This ruling underscore the assertion that conditional agreements entail substantial legal ramifications within commercial transactions.

The exploration of conditional agreements within the academic sphere is experiencing a notable expansion, driven by research that underscores the practical implementation dimensions and the consequent effects of such agreements on the industrial sector (Garnero et al., 2020; Molica, 2024). While conditional agreements afford a certain degree of legal safeguarding, the inherent uncertainty regarding the execution of the stipulated conditions may impede the practical realization of business contracts (Mols, 2022). Consequently, there is a pressing need for a more structured legal framework to facilitate the seamless operation of conditional agreements (Sobczak, 2007).

Moreover, the principle of equity in conditional contracts is extensively examined within legal scholarship. Certain legal scholars contend that the stipulations of the contract should be articulated with precision to prevent any potential misrepresentation of the parties involved (Choi & Triantis, 2020). Nevertheless, in certain instances, the lack of clarity in delineating the provisions may result in protracted legal contention (Florey, 2020).

Consequently, conditional obligations assume a pivotal role as a legal instrument within a variety of commercial contracts. A comprehensive comprehension of this construct, analyzed through both legal theoretical frameworks and practical applications, can facilitate enterprises in formulating superior and more legally compliant contracts (Billows, 2019; Fandiño, 2018). In this way, this academic project will investigate the implementation of conditional commitments within Indonesian judicial reasoning. This investigation will specifically focus on the rulings of the Supreme Court and their implications for commercial practices (Yarni & Amanda, 2024).

This study aims to thoroughly investigate the idea, traits, and execution of conditional responsibilities in the context of Indonesian civil law and its real-world applications in the corporate realm. Furthermore, this research investigates the influence of the Supreme Court's rulings on the legal certainty pertaining to conditional obligations. To explain the relevance of these principles in diverse jurisdictions, a systematic review of worldwide legal structures is carried out. Moreover, this study proposes recommendations aimed at assisting legal practitioners and business stakeholders in formulating more effective agreements that adhere to relevant legal standards.

RESEARCH METHODS

In the present research, normative legal methodologies are employed, explicitly encompassing case studies and doctrinal approaches. Legal theories and principles pertinent to conditional obligations, as delineated in the Civil Code and associated scholarly literature, are scrutinized utilizing a doctrinal framework (Benuf & Azhar, 2020). To acquire insight into the application of conditional obligations within judicial practice, the decisions rendered by the Supreme Court are meticulously analyzed in this case study.

The data amassed for the research comprised primary, secondary, and tertiary legal resources. Primary legal resources encompassed the Civil Code alongside pertinent judicial rulings. In contrast, tertiary legal resources encompassed scholarly articles and legal texts that examined conditional contracts, and tertiary legal resources encompassed legal encyclopedias that enhanced comprehension of the legal principles under investigation. The descriptive-analytical methodology was employed to gather data qualitatively.

DISCUSSION

Conditional obligations are delineated within the Civil Code (KUHPerdata) as obligations whose fulfillment is contingent upon an indeterminate event. This concept stands in contrast to absolute agreements, which possess immediate efficacy devoid of specific prerequisites. Conditional obligations manifest when the entitlements and responsibilities of the parties are deferred until particular conditions are satisfied. Article 1253 of the Indonesian Civil Code differentiates between agreements characterized by deferred conditions and those rendered void due to their conditions. In essence, conditional obligations serve to assist the parties in navigating uncertainties within their legal interactions (Ryall & Sampson, 2017).

Resilient conditions are frequently incorporated into commercial contracts, wherein the execution of one party's obligations is contingent upon the satisfaction of specific prerequisites (Crystal & Giannoni-Crystal, 2010; Mulia et al., 2022). For instance, the initiation of ownership rights transfer may be stipulated within a land sale and purchase agreement, subject to the condition that the buyer has remitted the complete financial consideration for the property (Fathoni et al., 2024; Saputra et al., 2023). Through this contractual arrangement, each party is afforded a legal assurance that their transaction will transpire solely upon the fulfillment of the stipulated conditions (De Andrade, 2016). This framework contributes to the establishment of equity and legal certainty within contractual interactions.

In contrast, an agreement characterized by a void condition is deemed valid from its inception but is susceptible to termination upon the occurrence of specific events (Yalçintaş, 2022). This category of agreement permits the parties involved to establish that their legal relationship will be automatically dissolved once predetermined conditions are satisfied. For instance, it may be stipulated within an employment contract that the agreement shall be rendered void if the organization experiences a significant financial loss. Consequently, a void condition facilitates the termination of the legal relationship by the parties involved without necessitating further intervention. As posited by Zydney Mannheimer (2020), establishing the void conditions with clarity can serve to mitigate potential disputes in the future.

Conditional agreements confer legal assurance and adaptability, rendering them indispensable for enterprises. Numerous commercial contracts hinge upon specific conditions, including the approval of third parties, authorization from pertinent authorities, or the attainment of designated financial objectives. The utilization of conditional agreements permits parties to formulate contracts that are more responsive to evolving business circumstances. Consequently, conditional agreements represent an effective legal instrument for mitigating business-related risks (. Hence, legal practitioners, entrepreneurs, and other stakeholders frequently engaged in intricate contractual arrangements necessitate a comprehensive comprehension of conditional agreements.

In the realm of civil law scholarship, the concept of conditional obligations possesses both theoretical and practical relevance (Soutullo, 2018). Within the sphere of contract law, conditional agreements exemplify the principle of prudence, enabling parties to foresee uncertainties prior to the formalization of an agreement. Consequently, the exploration of conditional obligations captivates scholars engaged in the examination of civil law and contract theory. Furthermore, deliberations surrounding conditional obligations enhance the implementation of a more systematic methodology in contract formulation within Indonesia. Ultimately, the comprehension of conditional obligations necessitates continuous refinement to align with evolving legal frameworks and societal demands.

Conditional agreements are frequently employed in commercial transactions that are contingent upon the approval of third parties or the occurrence of uncertain events, such as credit agreements and land acquisition contracts (Bartolini, 2017; Niculae et al., 2018). Research indicates that ambiguity in the fulfillment of stipulated conditions can obstruct the execution of business contracts. This is particularly pertinent for agreements necessitating governmental authorization.

Supreme Court Decision Number 218 PK/Pdt/2015 serves as a significant reference point for comprehending the execution of conditional obligations within the Indonesian legal framework. This ruling explicitly articulates those agreements contingent upon governmental authorization cannot be executed prior to the acquisition of such permission. This approach mitigates the risk of premature actions, thereby furnishing legal certainty to the parties engaged in the contractual relationship. By taking this decision into account, legal scholars in Indonesia can ascertain that the execution of the contract adheres to applicable legal standards. Also, this precautionary action contributes to stopping any upcoming disputes from occurring as a result of the flawed execution of the agreement.

The ruling above pertains to agreements involving governmental entities and other commercial transactions necessitating third-party endorsement within the Indonesian legal framework. This judicial determination exemplifies a meticulous methodology aimed at ascertaining that all stipulated conditions of the agreement have been satisfied prior to the execution of the obligations delineated in the contract. This tenet aligns with the principles of international contract law, which underscores the significance of stability and legal certitude in commercial interactions. Furthermore, this ruling serves as a vital reference point for judges and legal practitioners in adjudicating the validity of conditional obligations.

The legal principles articulated in the ruling exemplify the ongoing evolution of Indonesian civil law in response to the exigencies of the modern business environment. This ruling by the Supreme Court establishes a robust legal framework in instances where governmental authorization or specific approvals are requisite for the fulfillment of a contractual agreement. Furthermore, this ruling not only safeguards the rights of the parties involved but also instills confidence in business entities that their contracts will receive recognition and protection, contingent upon the fulfillment of the stipulated conditions. Consequently, this ruling serves as a pivotal legal foundation for fostering trust and stability within business transactions in Indonesia.

In the context of international legal comparisons, conditional obligations are acknowledged by a myriad of legal frameworks, including both the European legal system and jurisdictions adhering to common law principles. For instance, international trade treaties that involve multiple member states of the European Union frequently incorporate conditional obligations. Within the common law framework, such conditional agreements are more prominently recognized as legal mechanisms designed to safeguard parties against the uncertainties inherent in contractual relationships. Nevertheless, in particular legal jurisdictions, the principle of consent is predominant, particularly in situations involving contracts pertinent to cross-border commerce. This indicates that, notwithstanding the variations in legal methodologies employed, the overarching aim remains consistent: to furnish legal certainty for all involved parties.

Merger and acquisition transactions serve as quintessential illustrations of the utilization of conditional obligations within the common law legal framework. Frequently, mergers between corporations cannot be executed immediately without satisfying a series of negotiated conditions, such as the endorsement of shareholders or authorization from market regulatory bodies. By fulfilling these stipulations, both entities can ascertain that the resolutions made will align with the interests of all stakeholders. Furthermore, this approach provides enhanced legal safeguards in instances wherein material adverse changes transpire in one of the entities prior to the consummation of the transaction. This exemplifies the efficacy and adaptability of conditional obligations in extensive transactions.

Although the legal framework within Europe is characterized by more incredible intricacy, conditional obligations are also applicable in commercial transactions. In order to guarantee adherence to both national and regional legal stipulations, various conditions are frequently incorporated into trade agreements established between nations. For instance, a contractual arrangement concerning the provision of goods between nations may stipulate a conditional clause that delivery of the goods is contingent upon the issuance of customs clearance and import authorization. This approach not only facilitates compliance with relevant legal requirements but also assures that the transaction remains lawful and accountable. Consequently, in a jurisdiction with a robust legal infrastructure, such as the European Union, the incorporation of conditional obligations is vital for sustaining legal certainty.

As the intricacy of global business transactions escalates, the utilization of binding contracts within common law legal frameworks has proliferated. Frequently, these conditional agreements encompass provisions that necessitate the annulment or suspension of the contract should market conditions undergo alterations. Furthermore, conditional obligations are employed to mitigate legal risks arising from divergent legal interpretations across jurisdictions. Enterprises can engage in international transactions with greater assurance due to these stipulations, as they are cognizant that the contract has been structured to accommodate uncertainties. This fosters trust among international business stakeholders and confers a competitive edge.

From a global perspective, the utilization of conditional obligations exemplifies the collaborative potential of diverse legal systems in establishing a comprehensive framework for international transactions. Conditional obligations serve as a critical instrument for facilitating legal certainty and mitigating risk, applicable within the more rigid European legal framework as well as the comparatively adaptable standard law system. As cross-border trade continues to expand, it becomes imperative for involved parties to comprehend the effective implementation of conditional obligations across various jurisdictions. Moreover, this comparative analysis of legal frameworks yields valuable insights into the optimization of conditional obligations to fulfill broader business objectives. Consequently, conditional obligations hold significance at both the national and international levels.

Contemporary jurisprudential scholarship examines numerous dimensions pertaining to the equity of conditional contracts. Legal scholars frequently engage in discourse regarding the methods to guarantee that the clauses within conditional contracts are articulated with precision and devoid of ambiguity. Such ambiguity possesses the potential to hinder the execution of the contract and to influence the equilibrium of rights and responsibilities of the contracting parties. Furthermore, the concept of fairness in conditional contracts is intrinsically linked to the duties of the parties to comprehend and acquiesce to the stipulated terms. Consequently, to mitigate the likelihood of disputes, it is imperative to ascertain that all parties possess a uniform comprehension of the contents encompassed within the conditional agreement.

Some legal scholars contend that ambiguous conditional clauses may result in conflicts necessitating judicial intervention. The emergence of such ambiguity occurs when the stipulations or conditions within a contract are not articulated with adequate precision. For instance, in commercial agreements encompassing parties from diverse legal jurisdictions, the lack of clarity in defining specific conditions may precipitate confusion and subsequent legal conflicts. In such instances, the judiciary frequently serves as the ultimate avenue for the resolution of disputes. Consequently, it is imperative to ensure that conditional agreements are articulated with clarity from the outset to avert potential complications in the future.

The precision of a conditional engagement clause encompasses not only the legal terminology employed but also the manner in which the agreement is constituted. The parties to the agreement may encounter challenges in ascertaining the moment and manner in which the agreement becomes operative or is terminated if the prerequisites that must be satisfied are not articulated with clarity. Such ambiguity may impede the overall execution of the contract, thereby adversely affecting the aggrieved party. Conversely, a meticulously constructed conditional agreement will establish a transparent framework for both parties, facilitating their ability to meet their obligations and mitigate potential disputes. Consequently, in order to uphold equity within a conditional engagement, the elements of clarity and mutual consent are of paramount importance.

In order to attain equity, the negotiation process must be characterized by transparency, alongside the necessity for clarity within the contractual agreement. The parties engaged must possess equivalent access to pertinent information and comprehend the implications of the mutually established agreement. Consequently, such transparency is instrumental in fostering mutual trust among the parties and ensuring that no participant is adversely affected or taken aback by circumstances that are beyond their comprehension. In this regard, the justice of a conditional pact hinges not just on the details of the pact but also on the procedural elements through which it is crafted and endorsed. By enhancing transparency and openness, the parties can formulate a more equitable and balanced conditional agreement.

The principle of proportionality is frequently linked to the discourse surrounding the equity of conditional obligations within legal scholarship. Following this principle, the provisions of the contract need to be balanced and not disproportionately heavy for one participant. For instance, if a condition exclusively advantages one party while detrimentally impacting the other without justifiable grounds, such a scenario is deemed inequitable. Consequently, it is essential to evaluate the interests of all parties proportionally when formulating a clause regarding conditional obligations. By adopting this approach, equity can be preserved, and the parties can ensure that their contractual agreement reflects a reasonable equilibrium in their relational dynamics.

Consequently, commercial stakeholders must ascertain that the provisions incorporated into the contractual agreement have been meticulously articulated. Thus, contingent obligations remain a significant element of modern commercial contracts. In order to formulate agreements that exhibit enhanced efficacy and align with the stipulations of prevailing legislation in Indonesia as well as the international legal framework, the appropriate execution and an augmented comprehension of its legal dimensions will prove to be substantially beneficial.

In light of the considerations above, business stakeholders and legal professionals must possess a comprehensive understanding of the legal ramifications associated with conditional obligations embedded within commercial agreements. Amidst uncertainties, conditional contracts afford a degree of flexibility; however, they may also engender legal liabilities if not meticulously crafted. Consequently, the formulation of an agreement incorporating a conditional clause necessitates a methodical and diligent approach. Legal professionals bear the obligation to ascertain that all terms within the contract are articulated with clarity, reasonableness, and conformity to relevant legal statutes. Thus, the initial measure to mitigate the risk of prospective disputes is adherence to legal standards and the maintenance of clarity.

Agreements incorporating conditional clauses are required to furnish a comprehensive elucidation of the stipulations, encompassing the specific circumstances under which the conditions are deemed satisfied. For instance, in scenarios where the agreement is contingent upon governmental endorsement, the agreement must delineate the procedures necessitated to secure such approval. This level of transparency facilitates the fulfillment of obligations by both parties involved. In addition, it forms a more solid basis for resolving potential disagreements later on. By meticulously documenting each requisite step, the parties can mitigate uncertainties and ensure that the conditional agreement is executed in accordance with the established plan.

Furthermore, business practitioners ought to seek the counsel of proficient legal professionals in order to gain insights into optimal methodologies for formulating conditional agreements. Such consultations will facilitate their comprehension of potential legal liabilities that may emerge and the strategies to mitigate them. By engaging legal experts from the outset, business practitioners can diminish the likelihood of future disputes, ensuring that their agreements conform to pertinent legal criteria. In this context, to ascertain those conditional agreements remain pertinent and aligned with legislative modifications, it is imperative to undertake systematic evaluations of existing agreement.

Furthermore, an enhanced comprehension of conditional obligations aids legal practitioners and business entities in recognizing potential hazards. Ambiguity in meeting stipulations, fluctuations in economic conditions, and alterations in governmental regulations represent some of these hazards. By being cognizant of the potential hazards from the outset, the involved parties can devise efficacious risk mitigation strategies, such as incorporating a reserve clause or force majeure provisions within the contract. Consequently, conditional obligations serve not only as legal instruments but also as a proficient mechanism for risk management.

The involved entities are required to comply with the tenet of transparency and unimpeded communication throughout the negotiation phase in order to optimize the advantages associated with the conditional agreement. This principle of transparency entails the obligation to reveal information pertinent to the criteria that necessitate fulfillment, as well as the potential repercussions that may arise should these criteria remain unmet. Establishing transparent and open channels of communication is instrumental in fostering trust among the parties, thereby enhancing their collaborative efforts to realize the goals delineated in the agreemen. Consequently, the principle of transparency serves not only to avert misconceptions but also to augment the equity and efficacy inherent in the execution of the conditional agreement.

This research elucidates that conditional contract play a pivotal role in the legal and commercial framework of Indonesia. In numerous instances, conditional contracts facilitate enterprises in navigating uncertainty by affording the adaptability necessary to respond to evolving circumstances. This adaptability empowers organizations to enhance resource allocation efficiency, effectively manage risks, and engage in more judicious decision-making processes (Mulia et al., 2022). Consequently, conditional contracts catalyze companies to achieve growth in a strategic and legally compliant manner.

The potential to formulate more innovative contractual arrangements emerges when one possesses a comprehensive understanding of the notion of conditional obligations. For instance, business innovators can develop smart contracts through the incorporation of blockchain technology within conditional agreements, which are capable of being executed autonomously upon the fulfillment of specified criteria. This advancement enhances operational efficiency, precision, and transparency in the execution of conditional agreements. Furthermore, the application of technological solutions can augment the competitive edge of enterprises in the international marketplace by diminishing transaction expenses and expediting the execution of contracts.

In the long term, legal professionals and business entities must persist in acquiring expertise regarding conditional obligations through specialized training. Legal education that emphasizes the nuances of conditional obligations can significantly empower a new cohort of legal practitioners to formulate more sophisticated and contemporary contracts. Furthermore, training directed toward business stakeholders can furnish them with pragmatic insights on the formulation of conditional obligations that enhance legal certainty and mitigate associated risks. By allocating resources towards education and training, parties can fortify their competencies in addressing prospective legal and business challenges.

Consequently, this research substantiates those conditional obligations constitute a significant element within contemporary contractual frameworks. By comprehending the legal ramifications, promoting transparency, and adhering to the principle of equity, business participants and legal professionals can forge more efficient and just agreements. Furthermore, the implementation of suitable conditional obligations can enhance trust and collaboration among the parties involved, thereby fostering a more competitive and robust business milieu. This indicates that conditional obligations are not merely a legal instrument but also serve as an invaluable strategic approach in an increasingly intricate environment.

In conclusion, conditional contracts provide a versatile and practical legal framework to mitigate the uncertainties that are intrinsic to business contracts. Parties may engage with conditional contracts to realize their objectives with greater efficacy by formulating explicit, transparent, and equitable agreement. Consequently, legal professionals and entrepreneurs are compelled to persist in their examination of this concept, which includes monitoring alterations in regulations and technological advancements. Thus, conditional contracts are poised to remain among the most pivotal and pertinent legal instruments in the modern business landscape.

CONCLUSION

Conditional obligations within the framework of Indonesian civil law, as delineated in Article 1253 of the Civil Code (KUHPerdata), assume a crucial function in fostering both adaptability and legal certainty in commercial transactions. This clause enables the execution of a contract to rely on the completion of a particular condition that is yet to be fulfilled, thus providing safety for the individuals engaged in the contractual relationship. In practical business contexts, conditional obligations manifest in diverse types of contracts, including but not limited to sales and purchase agreements, international commercial contracts, and transactions necessitating governmental approval. The Supreme Court Decision No. 218 PK/Pdt/2015 asserts that agreements contingent upon governmental approval cannot be fulfilled prior to the acquisition of the requisite permit. This determination enhances legal certainty in commercial agreements and mitigates the risk of premature contract execution, which may engender future legal disputes. Furthermore, the notion of conditional obligations is similarly acknowledged within international legal frameworks, such as European civil law and common law, signifying that this principle serves as a universal mechanism for ensuring legal certainty in commercial transactions.

Although contingent liabilities offer advantages in terms of risk mitigation and the flexibility of commercial transactions, their implementation is fraught with challenges, including ambiguity in contractual clauses that may precipitate legal disputes, as well as hurdles presented by alterations in governmental regulations and economic variables. Consequently, it is imperative to formulate contracts that are both explicit and comprehensive, adhere to relevant regulatory frameworks, seek the counsel of legal professionals, and enhance the business and legal acumen of business practitioners. By comprehending the legal ramifications and optimal practices associated with the utilization of contingent liabilities, business professionals and legal advisors can craft more efficacious agreements while minimizing potential legal vulnerabilities. Precision in contractual agreements and adherence to relevant legal statutes will ensure that contingent liabilities serve as a legitimate instrument that affords certainty and safeguards for all parties engaged in commercial transactions.

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