

The Effectiveness of Dispute Resolution for Breach of Contract in Vessel Charter Agreements in Batam City: An Empirical Legal Analysis

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Abstract

This study examines the implementation of dispute resolution effectiveness for breaches of vessel charter agreements in Batam City, Indonesia. Despite the existence of clear contractual provisions and applicable legal frameworks, breaches of contract—such as delayed payments and extended vessel use—remain prevalent, posing financial risks to involved parties. The research aims to analyze the effectiveness of current dispute resolution practices and identify the factors influencing their implementation. An empirical legal research method was employed, utilizing statutory and sociological approaches, with primary data collected through interviews and observations at PT Pelayaran Nasional Pasifik Samudera Shipping and PT Pasifik Jaya Maritim. The findings indicate that both companies prioritize non-litigation approaches, emphasizing negotiation and familial cultural values to maintain long-term business relationships. However, the reliance on internal mechanisms and the limited involvement of professional legal personnel often result in challenges related to legal certainty and prolonged conflict resolution. The study concludes that while non-litigation strategies effectively minimize formal disputes, achieving a balance between cultural negotiation practices and firm legal frameworks is essential to improving dispute resolution outcomes in the vessel charter sector.

[Studi ini mengkaji efektivitas penyelesaian sengketa atas wanprestasi dalam perjanjian sewa kapal di Kota Batam, Indonesia. Meskipun terdapat ketentuan kontrak yang jelas dan kerangka hukum yang berlaku, wanprestasi—seperti keterlambatan pembayaran dan penggunaan kapal yang melebihi waktu yang disepakati—masih terjadi secara signifikan, yang menimbulkan risiko finansial bagi pihak-pihak terkait. Penelitian ini bertujuan untuk menganalisis efektivitas penyelesaian sengketa yang ada saat ini dan mengidentifikasi faktor-faktor yang memengaruhi pelaksanaannya dengan menggunakan teori efektivitas. Penelitian ini menggunakan metode penelitian hukum empiris, dengan pendekatan yuridis dan sosiologis, dan data primer dikumpulkan melalui wawancara serta observasi di PT Pelayaran Nasional Pasifik Samudera Shipping dan PT Pasifik Jaya Maritim. Hasil penelitian menunjukkan bahwa kedua perusahaan lebih mengutamakan pendekatan non-litigasi, dengan penekanan pada negosiasi dan nilai-nilai budaya kekeluargaan untuk menjaga hubungan bisnis jangka panjang. Namun, ketergantungan pada mekanisme internal dan keterlibatan terbatas dari tenaga profesional hukum sering kali menimbulkan tantangan terkait kepastian hukum dan penyelesaian sengketa yang memakan waktu lama. Penelitian ini menyimpulkan bahwa meskipun strategi non-litigasi

efektif dalam meminimalkan sengketa formal, pencapaian keseimbangan antara praktik negosiasi, budaya, dan kerangka hukum yang tegas sangat penting untuk meningkatkan hasil penyelesaian sengketa di sektor sewa kapal.]

Keywords: Vessel Charter Agreement, Breach of Contract, Dispute Resolution, Legal Effectiveness, Batam City.

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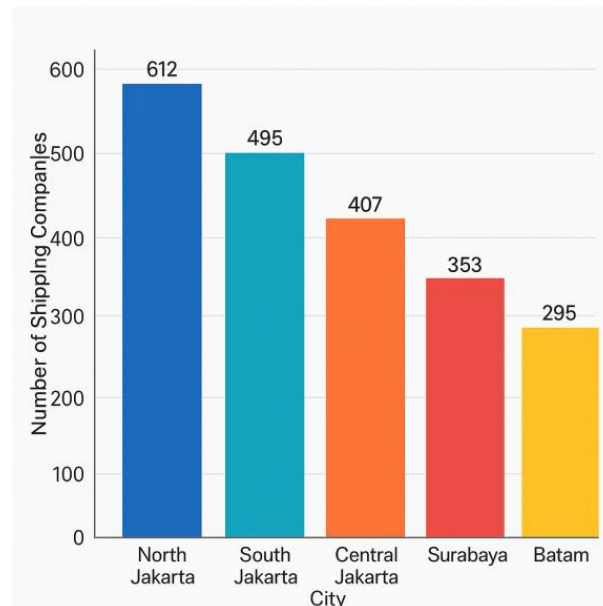
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INTRODUCTION

Maritime transportation serves as a vital logistical option that supports equitable development and meets the needs of communities in archipelagic regions. One of its primary advantages lies in its relatively lower cost and higher cargo capacity compared to other modes of transport (Marasabessy & Ramadhani, 2023; Kristina et al., 2023)), making it an effective solution for moving goods and essential supplies. Among the areas with significant potential for developing the maritime transport sector is Batam City. Strategically located near international shipping lanes, Batam holds promise as a maritime economic hub, further bolstered by the presence of numerous shipping companies operating in the region (Girsang et al., 2015; Rahayu & Junior, 2021). According to data from the Ministry of Transportation of the Republic of Indonesia, Batam ranks fifth in the number of shipping companies, reflecting a high level of vessel charter activity in the area.

Chart 1 presents the number of shipping companies operating in several major cities in Indonesia. North Jakarta ranks first with a total of 612 companies, indicating its prominent role as a maritime hub. This is followed by South Jakarta with 495 companies and Central Jakarta with 407 companies, both contributing significantly to the capital city's overall maritime industry. Outside of Jakarta, Surabaya comes next with 353 companies, reflecting its status as a key port city in East Java. Batam ranks fifth with 295 companies, highlighting its strategic location near international shipping routes and its role in maritime logistics. The data illustrates the concentration of sea transportation businesses in major urban and port areas, particularly in the capital region.

Chart 1. Number of Shipping Companies by City



Source: Ministry of Transportation of the Republic of Indonesia

A key mechanism supporting maritime transport operations is the vessel charter agreement (Loies *et al.*, 2023). Such agreements enable companies or individuals to utilize vessels without the need to own the assets themselves (Jusup & Tanawijaya, 2018). Vessel chartering offers flexibility and cost efficiency for users who do not require intensive or long-term vessel use or are not directly engaged in maritime transport operations (Mardalena & Budiman, 2020). These agreements, which define the rights, obligations, and specific terms for both parties, are essential for ensuring legal clarity and protection (Noor, 2015; Asmarinanda, 2020).

The *Indonesian Civil Code (KUH Perdata)* governs leasing as a binding agreement designed to minimize conflicts over the parties' respective rights and obligations (Article 1548 of the Civil Code). Despite these legal provisions, breaches of contract (*wanprestasi*) frequently occur due to non-fulfillment of obligations (Sihombing *et al.*, 2024). Such breaches can involve negligence, delays, or failure to perform as agreed (Paendong & Taunaumang, 2022). For instance, a dispute arose between PT Bintang Sarana Laut (lessee) and PT Bendera Bahtera Kemenangan (vessel owner) when the lessee failed to make rental payments as stipulated. Although the agreement provided for legal dispute resolution, both parties ultimately resolved the matter amicably through mutual deliberation (Marasabessy & Ramadhani, 2023). Another case involved a mismatch between the vessel's specifications and the lessee's requirements, leading PT Hartakie Ekspres (lessee) to withhold payment to PT Trust Line Marine (owner). This dispute was resolved through litigation, with the Supreme Court ruling No. 1116K/PDT/2023 ordering the owner to compensate the lessee (Itqiyah & Tamsil, 2024).

In cases of contractual breach, effective dispute resolution is crucial to uphold the parties' rights and obligations fairly and in accordance with applicable legal provisions (Guo

et al., 2024). Contractual legal relationships are fundamentally based on the principles of freedom of contract and good faith, requiring all parties to honor the agreements they have made (Jamil & Rumawi, 2020). However, violations of agreements often create tensions between the aggrieved party and the party deemed to be in breach. Dispute resolution becomes essential not only to restore the injured party's rights and enforce the obligations of the other party but also to prevent the escalation of conflicts that could sever business relationships. Additionally, ethical dispute resolution helps maintain the reputations of the parties involved in the eyes of other business partners.

The frequent gap between the contractual agreements and their actual implementation highlights that, despite clearly defined rights and obligations, breaches can still occur. This reflects a broader discrepancy between the ideal legal framework and the practical realities of enforcement, especially within the vessel chartering context in Batam, where complex contractual relationships and dispute risks are prevalent.

Several prior studies have examined these issues. Research by Kristina *et al.*, (2023) found that dispute resolution is typically conducted by the parties involved without state intervention. Another study highlighted that dispute resolution efforts are often based on the principle of good faith in fulfilling contractual obligations (Loies *et al.*, 2023). Marasabessy and Ramadhani (2023) demonstrated that dispute resolution through mutual deliberation is preferred due to its perceived effectiveness, efficiency, and reduced time required for conflict resolution. Herawati and Nurmayanti (2022) identified the existence of legal protections for vessel owners in the event of maritime accidents, including both preventive legal protections (such as insurance) and repressive protections (through vessel charter agreements). Finally, Itqiyah and Tamsil, (2024), in their analysis of Supreme Court Decision No. 1116K/PDT/2023 concerning breach of contract compensation through litigation, emphasized the need for a stronger legal framework in charter dispute settlements.

The novelty of this study lies in its specific focus on analyzing the effectiveness of dispute resolution mechanisms in cases of breach of contract within the vessel charter sector, particularly in Batam City. This research distinguishes itself from previous studies, which have generally concentrated on legal protections, the rights and obligations of the parties involved, and general dispute resolution options. This study is limited by its data scope, which is confined to Batam City. As such, the findings may not be fully generalizable to vessel chartering practices throughout Indonesia. Nonetheless, the results are expected to provide practical contributions for business practitioners in drafting more comprehensive contracts and offer insights for policymakers in formulating more effective regulations for the maritime transport and vessel charter sectors. In addition, this study aims to analyze two main aspects: first to analyze the effectiveness of dispute resolution mechanisms for breaches of contract in vessel charter agreements in Batam City; second to examine the factors influencing the resolution of disputes arising from breaches of contract in vessel charter agreements in Batam City.

METHOD

This study adopts an empirical legal research method. Empirical legal research involves direct observation of patterns and practices within society (Sudirman & Eny, 2021). This approach is employed because the study seeks to analyze the effectiveness of legal implementation (Disemadi, 2022), specifically the resolution of disputes arising from breaches of contract in vessel charter agreements in Batam City. The research utilizes both statutory and sociological/empirical approaches. Primary data were collected through direct observation and interviews with respondents from PT Pelayaran Nasional Pasifik Samudera

Shipping and PT Pasifik Jaya Maritim, both based in Batam City. A purposive sampling technique was applied to select the primary data sources deliberately. Secondary data were gathered through document and literature reviews, including relevant statutory instruments—primarily *Book III of the Indonesian Civil Code (KUH Perdata)* concerning obligations. The data analysis employed a qualitative descriptive technique, which involved describing, organizing, and processing the research data to produce conclusions that are valid and accountable (Sudirman & Disemadi, 2021).

RESULT AND DISCUSSION

Implementation of Dispute Resolution for Breach of Contract in Vessel Charter Agreements in Batam City

Under Indonesian civil law, contracts serve as a fundamental basis for legal interactions between parties. The formation of a valid contract must fulfill the legal requirements outlined in Article 1320 of the *Indonesian Civil Code (KUH Perdata)*, which stipulates four essential elements: mutual consent, legal capacity of the parties, a specific object, and a lawful cause. These requirements are categorized into subjective and objective elements, each carrying distinct legal implications (Noor, 2015; Sakti & Budhisulistiyawati, 2020; Sugara & Hidayat, 2023; Ridel et al., 2024). The subjective requirements pertain to the contracting parties themselves—mutual consent and legal capacity. Consent must reflect a free will, untainted by coercion, mistake, or fraud (Ustien & Marhum, 2022). Legal capacity ensures that the parties possess the legal competence to engage in contractual obligations, adhering to the principle *nemo plus iuris ad alium transferre potest quam ipse habet* (no one can transfer more rights than they possess) (Fellmeth & Horwitz, 2011).

The objective requirements relate to the contract's subject matter and lawful cause. The subject must be clearly defined, and the cause must not violate laws, morality, or public order (Noor, 2015). Failure to meet any of these four conditions may result in the contract being either *void ab initio* or *voidable*, depending on the severity of the breach (Noor, 2015; Ridel et al., 2024). If subjective conditions are unmet, the contract may be annulled by a court upon a party's request. However, if no objection is raised, the contract remains valid (Ustien & Marhum, 2022; Ridel et al., 2024). Failure to meet objective conditions renders the contract null and void, as if it never existed (Ustien & Marhum, 2022; Ridel et al., 2024; Itqiyah & Tamsil, 2024). These requirements not only provide legal certainty but also reflect legal philosophies prioritizing free will, accountability, and legality to foster harmonious legal interactions.

The *KUH Perdata* also specifically regulates leasing agreements. Article 1548 defines leasing as an agreement where one party grants another the use of an item for a specified payment and time period. Articles 1550 to 1567 elaborate the rights and responsibilities of both lessor and lessee, such as delivering the leased item in good condition, ensuring the lessee's peaceful use, and maintaining the item. Lessees must not alter the leased item's form or misuse it without permission, and they are responsible for returning it in the agreed condition. Should defects impair usage or if accidental damage occurs, provisions allow for contract termination or adjustment.

Although these legal provisions aim to minimize disputes by clearly defining rights and duties (Article 1548), breaches of contract (*wanprestasi*) remain common due to non-compliance (Sihombing et al., 2024). The term *wanprestasi*—derived from the Dutch *wanprestatie*—refers to a debtor's failure to perform obligations, either by neglecting agreed duties, delaying performance, or performing inadequately (Paendong & Taunaumang, 2022). In other word, one of the parties can no longer fulfill their contractual obligation or carry out the achievement as agreed (Sulistianingsih et al., 2024). According to Busro

(Ningsih & Disemadi, 2019), there are three types of breaches: complete non-performance, delayed performance, and defective performance.

Dispute resolution efforts concerning breaches in agreements typically follow two paths: litigation and non-litigation (Hariyanto, 2019; Jannah & Musjtari, 2019; Kristina et al., 2023; Ramadani et al., 2024). Litigation involves formal judicial proceedings, resulting in binding, enforceable rulings backed by legal authority. This process is governed by the *KUH Perdata*, particularly Article 1548 concerning leasing agreements and Articles 1239 to 1252 addressing breaches of contract. Non-litigation, by contrast, resolves disputes outside the court system. This method emphasizes a *win-win* approach, ensuring confidentiality, simplifying procedures, and fostering cooperative resolutions that preserve business relationships (Kristina et al., 2023). Non-litigation methods include negotiation, mediation, conciliation, and arbitration. The legal foundation for non-litigation dispute resolution is Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

In the context of Indonesian civil law, vessel charter agreements play a critical role in supporting trade and logistics activities, particularly in archipelagic regions (Herawati & Nurmayanti, 2022). The dynamic economic environment and the high level of maritime activity in Batam City have increasingly led to legal disputes arising from the execution of vessel charter agreements (Marasabessy & Ramadhani, 2023). These agreements typically outline the rights and obligations of the parties involved, including mechanisms for dispute resolution in the event of a breach of contract. The nature of breaches occurring in vessel charter practices in Batam City is highly variable and depends on the specific circumstances faced by the parties. Observations conducted at PT Pelayaran Nasional Pasifik Samudera Shipping (PSS) and PT Pasifik Jaya Maritim (PJM) revealed differing patterns and intensities of contractual breaches. At PSS, breaches more frequently involved delays in payment by the lessees, while at PJM, disputes typically arose from the use of vessels beyond the agreed charter period.

Based on observations and interviews with Ms. Jenni, Operations Manager at PT Pelayaran Nasional Pasifik Samudera Shipping (PSS), and Ms. Michelle, General Affairs Officer at PT Pasifik Jaya Maritim (PJM), it was found that both companies prioritize resolving breaches through initial “communication” channels. This communication generally involves the companies’ operational teams, which are responsible for monitoring vessel movements and usage. Dialogue with lessees aims to find mutually beneficial solutions, including negotiating compensation or damages in cases where one party violates the agreement. Negotiation is seen as a vital process because it can resolve disputes without involving third parties or escalating matters to legal proceedings, which would otherwise incur greater time and financial costs.

However, despite the fact that most breaches can be resolved through negotiation and communication, there are cases where this method proves ineffective. Both companies reported instances of uncooperative lessees, such as repeated failures to fulfill payment obligations despite collection efforts. The most extreme case encountered by PSS involved holding cargo on board without unloading until confirmation or assurance of payment settlement was provided. This measure served as a form of debt recovery, and if no satisfactory response was obtained, PSS proceeded to enforce the contractual provisions by taking more assertive legal action. This process typically began with issuing a formal warning or summons to the lessee, and if the issue remained unresolved, the company would escalate the matter to the courts. By contrast, PJM has not experienced such severe incidents. Payments from PJM’s lessees have generally been consistent, a result attributed to the company’s selective approach in choosing business partners.

To illustrate empirical evidence of dispute resolution for breaches of vessel charter agreements in Batam City, the following key aspects were identified:

Table 1: Comparison of Breach of Contract Dispute Resolution in Ship Charter Agreement between PT Pasifik Jaya Maritim and. PT Pelnas Pasifik Samudera Shipping

Aspect	PT Pasifik Jaya Maritim	PT Pelnas Pasifik Samudera Shipping
Background of Charter Agreement	Chartering tugboats and barges for transporting goods such as coal and stone under formal contracts.	Chartering tugboats and barges for transporting mining and construction materials under written contracts.
Legal Basis of the Agreement	Based on standard maritime contract regulations, covering terms of time and payment.	Based on a comprehensive contract outlining the lessee's obligations and breach of contract consequences.
Forms of Breach of Contract	Delays in loading/unloading due to adverse weather, port congestion, or lessee errors.	Delays in invoice payments, changes to unloading schedules, or lessee negligence.
Examples of Breach Cases	Lessee exceeding the agreed loading/unloading time, leading to additional costs.	Lessee delaying payment or unloading cargo, disrupting the vessel's operational schedule.
Dispute Resolution Mechanism	1. Internal negotiation. 2. Prioritizing amicable approaches before involving third parties.	1. Internal negotiation. 2. Issuing a formal warning (somasi) if negotiations fail. 3. Considering legal action if necessary.
Implications/Impact of Chosen Dispute Resolution Mechanism	1. Time efficiency through amicable settlement. 2. Minimization of dispute escalation to legal proceedings.	1. Potentially higher time and cost if formal warnings or legal actions are involved. 2. Prioritizing efficiency through negotiation.
Role of Third Parties	No mediator or arbitrator involved; disputes are resolved internally.	No mediator or arbitrator involved to date, but open to this option if necessary.
Contract Clauses	Contracts include detailed terms such as loading/unloading times and payment conditions, allowing for negotiation in the event of disputes.	Contracts are highly detailed, specifying penalties and legal steps in case of breach.
Dispute Resolution Culture	Family-oriented approach to maintain good business relationships.	Emphasizes peaceful negotiation with flexibility to avoid conflict escalation.
Breach Handling Procedures	1. Breach data verified by the administrative team. 2. Negotiation with the lessee to seek solutions.	1. Daily monitoring to detect breaches. 2. Negotiation with the lessee. 3. Issuing a formal warning (somasi) if

necessary.

Source: Result of Interviews and Analysis with PJM and PSS

According to Soerjono Soekanto's theory of legal effectiveness (1976), the effectiveness of a legal system is determined by five factors: the legal substance, law enforcement, supporting facilities, societal factors, and cultural factors (Orlando, 2022). Based on this framework, the effective application of law in dispute resolution is achieved when all these factors function optimally and harmoniously.

The legal substance factor refers to the material aspect of law—that is, written regulations that apply generally and are enacted by authorized central or regional authorities. In the practice of vessel chartering in Indonesia, the provisions of the *KUH Perdata* governing leases serve as a general reference for industry participants when drafting detailed contractual clauses. These clauses specify the rights and obligations of the parties, accommodating each party's needs and risks. Clear, detailed, and enforceable legal provisions form the foundation of effective dispute resolution. Observations and interviews with PT Pelayaran Nasional Pasifik Samudera Shipping (PSS) and PT Pasifik Jaya Maritim (PJM) revealed that both companies recognize the importance of having detailed and clear charter agreements. Each contract is signed on every page by the lessee as evidence of their understanding and acceptance of the terms. These agreements not only serve as legal guarantees for vessel use but also as the basis for billing and dispute resolution (Supriyanta, 2020). Typical contractual clauses cover requirements such as vessel condition, appropriate use, duration of use, and payment obligations. They also outline steps to be taken in case of breaches, beginning with amicable negotiations (non-litigation) and, if no agreement is reached, proceeding to litigation.

A preventive approach through detailed contracts is considered more effective in anticipating potential breaches because both parties are aware of the risks and consequences of non-compliance (Loies et al., 2023). In the maritime industry, risks such as vessel damage, delays, or accidents are possible, and addressing such situations requires a clear legal foundation. The legal protections embedded in these agreements provide security for both vessel owners and lessees, ensuring legal certainty regarding their rights and obligations (Herawati & Nurmayanti, 2022). Legal certainty represents a core principle of law, requiring that regulations remain coherent, clearly formulated, and applied consistently, as emphasized by Radbruch (Mariyam et al., 2025). However, challenges remain in applying legal provisions. When parties cannot fulfill their rights or obligations, the law should offer fair and efficient solutions that protect their interests and foster trust in business practices (Gultom et al., 2024). Although the parties generally understand the contract clauses, they often use negotiation as a space to adjust agreements when disputes arise. This indicates that contractual terms often serve more as a basis for negotiation than as absolute binding rules.

The law enforcement factor including those who create and apply the law requires capable professionals with strong legal understanding. Soekanto emphasized that the effectiveness of law enforcement depends on their comprehension of applicable laws, recognition of their own authority limits, and their ability to provide guidance and leadership. In the context of charter agreement breaches, law enforcement involvement has been relatively minimal. Both PSS and PJM prefer to resolve disputes internally through negotiation. In certain cases, formal warnings (*somasi*) are issued to lessees who violate contracts, but legal action or formal arbitration is rarely pursued. This minimal involvement of formal law enforcement reflects the businesses' desire for time and cost efficiency. However, it also indicates a reliance on interpersonal relationships and the good faith of

lessees. When negotiations fail or lessees become uncooperative, litigation or arbitration becomes the last resort. The low level of law enforcement engagement suggests a preference for internal mechanisms, though it also points to possible challenges in accessing or trusting the formal judicial system.

Supporting facilities including educated and skilled human resources, effective organizational structures, adequate equipment, and sufficient financial resources play a critical role in ensuring smooth company operations, particularly in monitoring vessel activities, maintaining effective communication with crews and lessees, and accessing legal or professional consulting services when necessary. Adequate support facilities help companies operate more effectively. Proper documentation is also vital to ensure that, if disputes escalate to legal proceedings, the process can proceed appropriately. In practice, both PSS and PJM employ daily monitoring systems to track vessel conditions in real time through communication between the operational team and the vessel crew. This system is essential for tracking vessel movements—especially regarding usage duration and verifying whether cargo complies with contractual terms. The system allows both companies to quickly identify contractual breaches. However, maintaining this system requires consistent administrative support and human resources.

PJM and PSS leverage data from their monitoring systems to calculate the duration of delays and determine applicable demurrage charges, which are then billed to the lessee. Such delays can significantly impact operational expenses and the amounts charged to the lessee. Usually shipowner and lessee agreed a period of time to perform port operation which is refers to laytime (Sun et al., 2021). *Demurrage* refers to fees imposed when the lessee fails to unload cargo within the agreed timeframe or exceeds the contracted usage period (Sunarjo & Nugraha, 2020). Geographical limitations pose challenges in dealing with lessees, who are not only based in Batam City but also come from other regions and even from abroad. Both PSS and PJM rely on communication technologies such as telephone and email to maintain contact with lessees. Interview results revealed that PJM has successfully managed all negotiations remotely, although consistent follow-up is required. In contrast, PSS reported that in extreme cases, company personnel had to be dispatched directly to lessee locations to expedite debt collection and negotiations when remote communication proved ineffective. This practice, including the necessary logistical support for personnel deployment, is backed by company management to ensure effective task execution.

The fourth factor—*community*—refers to the social environment where the law is applied. The public's legal knowledge and awareness influence their compliance with the law. Community participation in legal processes also enhances the effectiveness of law enforcement. When individuals feel engaged in legal enforcement, they are more likely to comply voluntarily and uphold the law.

In the business context, contractual understanding among the parties is crucial to avoiding breaches. Interviews with PSS and PJM highlighted the dynamics of their relationships with the business community, particularly with vessel lessees, who play a significant role in dispute resolution effectiveness. Both companies noted that most lessees are long-standing maritime industry participants, which is advantageous as they generally have a sound understanding of contract clauses. Most lessees are aware of their obligations and the consequences of non-compliance, including potential demurrage for delays. As a PSS representative noted, lessees are "familiar with the rules of the game" in vessel chartering agreements. They also possess an understanding of contractual risk management, including risks of delays due to operational issues or external factors such as bad weather or port congestion (D. A. Rahayu & Djakman, 2023).

Despite this general understanding, disputes sometimes arise from differing interpretations of contract clauses. Representatives from both companies acknowledged that disagreements often emerge regarding demurrage calculations or the duration of acceptable delays. This demonstrates that, although contract terms are carefully crafted, interpretations of what constitutes a reasonable extension still spark conflicts. Apart from duration-related breaches, PSS also reported cases of lessees delaying payment obligations. In contrast, PJM has only encountered breaches related to exceeding agreed vessel usage periods. PJM minimizes dispute risks by carefully screening potential lessees based on references to ensure partnerships with reliable parties.

The fifth factor, *cultural factor* encompasses the values, beliefs, and social norms developed through human interaction. Cultural norms significantly influence how the law is received, applied, and enforced. In Indonesia, the values of *musyawarah* (deliberation) and *mufakat* (consensus) form the foundation of many conflict resolution processes (Tamengge, 2018). This aligns with Soerjono Soekanto's theory, which identifies culture as a key determinant of legal effectiveness. The familial culture (*kekeluargaan*) often guides approaches to maintaining social harmony and business relationships. Interviews with PSS and PJM demonstrated how company cultures rooted in *musyawarah* are applied to resolve breach-of-contract disputes. Both companies prioritize family-oriented methods when handling conflicts, seeking mutually beneficial agreements between the company and lessees. A PJM representative stated that in every dispute, the company prioritizes effective communication to achieve peaceful settlements without involving third parties. PSS added that their corporate culture supports peaceful resolution, with staff trained to manage disputes professionally while upholding family values. This approach is reflected in their direct negotiations with lessees to prevent conflicts from escalating into major disputes.

Both companies reported that, to date, all disputes have been resolved without involving third parties or formal arbitration, underscoring the effectiveness of a familial approach in preventing dispute escalation. This cultural preference is also reflected in contract clauses that allow renegotiation when disputes arise. For instance, PJM acknowledged that although penalties are stipulated in contracts, there is flexibility in their enforcement, based on mutual agreement with the lessee. Both companies show a degree of tolerance toward lessee delays, especially when caused by external factors such as bad weather or port congestion. This illustrates the role of local norms—such as tolerance and understanding—in managing business contracts.

By prioritizing deliberation, the companies have maintained long-term business relationships with lessees. A PSS representative noted that this approach fosters trust, encouraging lessees to continue using their services even after disputes. Employees and business partners at both companies exhibit responsiveness and cooperation in handling disputes, reflecting a professional culture aligned with familial values, where all parties are encouraged to collaborate without disadvantaging one another. The familial approach strengthens long-term business relationships. However, excessive flexibility in applying rules may reduce legal certainty, which is crucial for creating a stable business environment (Rigel et al., 2024). Over-reliance on informal negotiations—though effective—can hinder swift and decisive solutions, particularly in cross-border business relationships.

Factors Influencing the Implementation of Dispute Resolution for Breach of Contract in Vessel Charter Agreements in Batam City

Based on the analysis conducted, it can be concluded that dispute resolution for breaches of vessel charter agreements in Batam City has not yet been fully effective. This indicates that the parties involved in such disputes have not consistently managed to

resolve them efficiently, often resulting in financial losses. Using the factors outlined in Soerjono Soekanto's theory of legal effectiveness, the following table summarizes the similarities and differences observed at PT Pelayaran Nasional Pasifik Samudera Shipping (PSS) and PT Pasifik Jaya Maritim (PJM):

Table 2: Comparison of Effectiveness Factors According to Soerjono Soekanto between PT Pasifik Jaya Maritim and. PT Pelnas Pasifik Samudera Shipping

Factor	PT Pasifik Jaya Maritim	PT Pelnas Pasifik Samudera Shipping	Similarities and Differences
Legal Factor	Flexible contracts, less detailed, emphasizing negotiation.	Detailed contracts including penalties and legal procedures.	Different: PSS excels in clarity and firmness regarding legal consequences.
Law Enforcement Factor	Enforcement conducted informally by the administrative team.	Daily monitoring team and readiness to pursue legal channels.	Different: PSS maintains a more professional and formal enforcement system.
Supporting Facilities	Relies on manual communication and monitoring.	Uses technology for daily activity monitoring and deploys collection personnel to lessee locations when necessary.	Similar: Both companies use communication technology for vessel monitoring and operational coordination.
Community Factor	Lessees understand contracts, but often dispute costs.	Lessees understand contracts, though payment delays are common.	Similar: Both companies face challenges related to lessee interpretation and compliance.
Cultural Factor	Family-oriented culture dominates the dispute resolution approach.	A combination of family-oriented culture and professionalism.	Different: PSS balances family-oriented culture with a professional approach.

Source: Result of Interviews and Analysis with PJM and PSS

Based on the explanation and summary table above, several key factors that influence the effectiveness of dispute resolution for breaches of vessel charter agreements in Batam City include, firstly the limitations in law enforcement. The human resource (HR) limitations referred to in this context involve the companies' lack of professional legal structures or personnel who can act as law enforcers, as defined in Soerjono Soekanto's theory of legal effectiveness. In practice, capable and professional law enforcers are those who create and apply the law while possessing a solid understanding of the relevant legal frameworks. Interviews conducted with PSS and PJM revealed that, in their daily operations, the enforcement of legal provisions is handled by the operational teams, which are part of the companies' management systems. Dispute resolution at both PSS and PJM is managed internally by these operational teams, without engaging legal advisors or third-party professionals. The minimal involvement of formal law enforcers—such as arbitrators or

mediators—demonstrates a high reliance on internal mechanisms. This dependence becomes a challenge when lessees are uncooperative or difficult to reach, potentially delaying the dispute resolution process.

Both PSS and PJM strongly prefer non-litigation approaches as their primary means of resolving disputes. This method involves direct negotiation between the disputing parties to reach an agreement without involving third parties. The success of this mechanism reflects its efficiency in terms of time and cost. For example, at PSS, most disputes are resolved through initial communication, avoiding the need for formal warnings (*somasi*) or court proceedings. Negotiations are typically led by the operational or administrative teams, which ensure the accuracy of data before initiating discussions with lessees. This approach has proven effective in cases where lessees are cooperative and demonstrate good faith in resolving disputes.

Similarly, PJM also relies on negotiation for dispute resolution, though its approach is more flexible compared to PSS. PJM allows greater room for negotiation with lessees, such as revising penalty amounts or extending payment deadlines when operational challenges—such as bad weather or port congestion—arise. This strategy effectively maintains long-term business relationships and minimizes conflict escalation. The success of non-litigation dispute resolution not only enhances operational efficiency but also strengthens trust between the companies and their business partners.

While non-litigation approaches have been effective in many cases, they also present certain weaknesses. A primary challenge is the minimal involvement of third parties, such as mediators or arbitrators. The reliance on internal mechanisms makes the resolution process dependent on the good faith of the lessees. If lessees are uncooperative or difficult to contact—particularly when they are located abroad or unresponsive—the internal mechanisms become less effective. For instance, during interviews with PSS, the company explained that in some extreme cases, they had to deploy personnel directly to lessee locations to expedite dispute resolution. This step incurs significant time and financial costs, which could be reduced if formal mediation were available as an alternative. Informal approaches also face challenges when disputes involve differing interpretations of contract clauses, as observed at PJM. Lessees often object to the calculated penalties or assessed delays outlined in the charter agreements. Without objective guidance from a third party, negotiations can become prolonged, hindering efficient resolution.

PSS, in addition to employing non-litigation approaches, also uses *somasi* (formal warnings) as a final step when negotiations fail. The *somasi* serves as an official notice to the lessee, providing them with an opportunity to fulfill their obligations before the company proceeds with litigation. This approach has proven effective in encouraging lessees to promptly resolve disputes, particularly in cases involving delayed payments. However, *somasi* is used selectively, and PSS acknowledges that pursuing formal legal action remains a last resort due to its time-consuming and costly nature. By contrast, PJM does not actively use *somasi*, preferring to prioritize consensus through deliberation (*musyawarah mufakat*) to resolve conflicts. This reflects their commitment to maintaining harmonious business relationships and avoiding the escalation of disputes into formal legal battles.

Secondly, societal culture in this context which is Familial culture (*budaya kekeluargaan*) is a prominent value within Indonesian society (Fadillah & Putri, 2021). This cultural norm has become a key factor in dispute resolution, including breaches of vessel charter agreements. According to Soerjono Soekanto's theory of legal effectiveness, culture is defined as the norms and values that develop within society and influence how the law is received and applied. The family-oriented approach to dispute resolution has also been

adopted by PT Pasifik Samudera Shipping (PSS) and PT Pasifik Jaya Maritim (PJM), both of which prefer non-litigation methods.

The application of familial culture has proven effective in preventing dispute escalation and maintaining long-term business relationships. Both PSS and PJM consistently prioritize *musyawarah* (deliberation) as their primary method for resolving disputes, avoiding the involvement of third parties such as mediators or arbitrators. This cultural approach is reflected in their informal negotiation processes, where both parties strive to reach mutually beneficial compromises. For example, PJM frequently offers flexibility in calculating penalties or tolerates delays, especially when lessees face operational challenges such as bad weather or port congestion. This flexibility demonstrates how local norms—such as tolerance and mutual understanding—play a critical role in fostering peaceful resolutions.

The success of this approach is also evident in the interpersonal relationships cultivated by both companies. During interviews, both PSS and PJM emphasized the importance of maintaining good communication with lessees. For instance, before signing agreements, PSS ensures that all clauses are clearly understood by lessees through initial discussions held in a family-oriented manner. This practice helps prevent misunderstandings and fosters mutual trust. As a result, most disputes are resolved quickly through dialogue without resorting to formal legal actions.

Familial culture also encourages companies to avoid actions that could damage business relationships. Both PSS and PJM typically refrain from rigidly enforcing penalties and instead prefer renegotiating contract terms when disputes arise. This approach helps maintain their reputations as trustworthy business partners, encouraging lessees to continue their partnerships even after experiencing disputes. The familial approach also promotes stability in business relationships, which is especially important in the maritime industry, where long-term partnerships are essential.

While the family-oriented approach has proven effective in many situations, it also presents certain challenges that must be addressed. One primary concern is that excessive flexibility may undermine legal certainty. For example, in some cases, lessees might exploit the company's tolerance to delay payments or avoid fulfilling other contractual obligations. During interviews, PSS reported experiencing cases where lessees became difficult to contact, forcing the company to take more assertive steps, such as dispatching personnel directly to lessee locations. This situation illustrates that while a familial approach is ideal for preventing conflict, it can become ineffective if not balanced with the firm application of contractual rules.

Another challenge is the sustainability of business relationships that depend too heavily on the good faith of lessees. This reliance presents potential risks if lessees lack the same commitment to resolving disputes amicably. For instance, despite negotiation efforts, differing interpretations of contract clauses continue to be a source of conflict in some cases. This highlights the need for familial culture to be supported by clear contractual provisions to ensure that all parties understand the boundaries of tolerance set by the company.

CONCLUSION

The implementation of dispute resolution for breach of contract in vessel charter agreements in Batam City reflects a combination of legal frameworks and cultural practices. While both PSS and PJM prioritize non-litigation approaches, relying on negotiation and familial values, challenges persist due to limited legal enforcement personnel and varying interpretations of contract clauses. The companies' reliance on flexible, relationship-based

solutions has successfully minimized formal litigation but has also introduced risks related to legal certainty and enforceability. The preventive use of detailed contracts and proactive monitoring systems has enhanced dispute management, yet resolution effectiveness often depends on the good faith and cooperation of lessees. Therefore, balancing familial negotiation practices with firm legal procedures is essential to improving the overall effectiveness of dispute resolution in this sector.

The effectiveness of dispute resolution in vessel charter agreements in Batam City is influenced by several key factors, including limitations in human resources and the dominant role of familial culture. While internal negotiation and non-litigation methods have successfully resolved many disputes, these approaches rely heavily on the good faith and cooperation of lessees. Excessive flexibility and limited involvement of legal professionals can undermine legal certainty and prolong conflict resolution. Therefore, balancing cultural values with firm legal frameworks and enhancing professional legal support is essential to improve dispute resolution outcomes.

This study is limited to empirical data from companies in Batam City, thus its findings may not fully reflect vessel charter practices across Indonesia. Future research should broaden the scope to include more shipping companies in different regions, apply mixed-method approaches integrating quantitative data, and conduct comparative studies with international practices. Further exploration of the role of arbitration institutions and legal professionals is also recommended to strengthen the balance between cultural negotiation practices and legal certainty.

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