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Social justice in pancasila and the reassessment of acceleration clauses in contract enforcement

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Abstract: This study examines the concept of accelerated maturity in contract performance, under which a creditor may demand immediate payment before the contractual term ends when the debtor is deemed in default. This situation creates an imbalance and raises unfairness for the weaker party. The objective of this research is to redefine the acceleration process by incorporating social justice values as outlined in the fifth principle of Pancasila. This study employs a normative juridical method that combines statutory and conceptual approaches and is then analyzed using qualitative methods. The findings indicate that the current implementation of acceleration tends to prioritize formal legal certainty over substantive justice. Therefore, incorporating social justice principles can protect both creditors and debtors, particularly in force majeure situations. This

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reconceptualization is expected to improve Indonesia's contract enforcement system while maintaining legal certainty and promoting equitable enforcement.

Keywords: Contract Acceleration, Social Justice in Pancasila, Global Economic Challenges

1. Introduction

Individuals are inherently linked to social and legal networks, interacting with public and private sectors to sustain their quality of life. Since many individual needs are closely related to property and commercial activities, they are primarily governed by private law.⁴ Accordingly, property law and contract law function as the main legal frameworks for securing and managing such interests.⁵

In real estate law, parties requiring capital typically engage with financial institutions such as banks and other financing entities.⁶ Debtors who seek funding enter into written agreements with creditors, establishing contractual relationships that regulate the provision of funds and the corresponding obligation to repay them.⁷ These agreements generally contain various terms and conditions designed to ensure the creditor's willingness to extend credit.⁸

A credit or financing agreement fundamentally consists of two key elements: the provision of funds and the obligation of repayment.⁹ During performance of the contract, the debtor may fail to fulfill specific obligations, such as paying the principal or interest as agreed or meeting payment deadlines. Such failures constitute a breach of contract and may provide a legal basis for the creditor to declare the debtor in default and accelerate maturity of the obligation before the agreed term expires.¹⁰

The creditor's declaration of default may result in unilateral termination of the contract, effectively ending the contractual relationship due to the debtor's non-performance.¹¹ However, such unilateral actions are often contested by debtors,

⁴ AL ASY'ARIE, M.A.H.; WIBOWO, B.S.; RAHMANDA, B.; IRAWATI, I. Creditor Protection in Individual Company Bankruptcy. *International Journal of Business, Law, and Education*, 2025, 6(2): 1436-1449. <https://doi.org/10.56442/ijble.v6i2.1269>

⁵ DEWI, M.P. Reconceptualize the ideal model for the construction of corporate social responsibility in the context of the realization of social justice. In: 2nd Conference on International Business Law and Regional Wisdom in Tourism (ICBLT 2021); Atlantis Press, 2021. Available at: <https://www.atlantis-press.com/proceedings/icblt-21/125965289> (accessed on 8 January 2026).

⁶ SUPRIYATNO, B.; PURNAWAN, G.A.; WAHYUDI, H.K.; HANDOKO, R.F. Reconstruction of Legal Protection of Debtors in the Execution of Mortgage Guarantee Object Based On the Value of Pancasila Justice. *Scholars International Journal of Law, Crime and Justice*, 2021, 4(1): 5-10. <https://doi.org/10.36348/sijlcj.2021.v04i01.002>

⁷ BUNGA, S.; MASHDUROHATUN, A.; KUSRIYAH, S. Legal Reconstruction of Agreements Defaulting with Guaranteed Liability Rights Based on Pancasila Justice Values. *Scholars International Journal of Law, Crime and Justice*, 2022, 5(10): 422-426. <https://doi.org/10.36348/sijlcj.2022.v05i10.004>

⁸ SARI, I.P.; WAHYUNINGSIH, S.E.; SULISTIYONO, A. Legal Justice in Government and Private Sector Partnership Projects: A Justice Approach Based on Pancasila and Rawls. *The Journal of Academic Science*, 2025, 2(6): 1598-1602. Available at: <https://thejoas.com/index.php/thejoas/article/view/406> (accessed on 8 January 2026).

⁹ IQBAL, Z.; RAO, Z.U. Social capital and loan credit terms: Does it matter in microfinance contract?. *Journal of Asian Business and Economic Studies*, 2023, 30(3): 187-209. <https://doi.org/10.1108/JABES-10-2021-0185>

¹⁰ DENG, S.; LI, Y. Creditor control rights and borrower protection: The role of borrower consent clause in private debt contracts. *Review of Quantitative Finance and Accounting*, 2023, 61(1): 357-394. <https://doi.org/10.1007/s11156-023-01151-6>

¹¹ BADAWI, A.B. Debt contract terms and creditor control. *Journal of Law, Finance, and Accounting*, 2019, 4(1): 1-34. <https://doi.org/10.1561/108.00000032>

who may argue that the contract period remains valid and that they remain able and in good faith to fulfill their obligations within the agreed timeframe.

This tension between early termination through acceleration and the debtor's intention to perform poses a significant challenge for civil courts and dispute-resolution mechanisms. The manner in which these institutions address such conflicts is crucial as it shapes the broader standards of contract enforcement within the Indonesian legal system.

The effectiveness of judicial institutions in resolving contractual disputes also has broader implications in improving legal certainty and supporting economic development. Efficient dispute resolution contributes to better outcomes in bankruptcy and enforcement processes and plays an important role in enhancing Indonesia's standing in global indices measuring the ease of doing business.

As the philosophical foundation of Indonesian law, Pancasila emphasizes the principle of social justice, which requires a balance between legal certainty and fairness in the enforcement of civil obligations. In contract law, this principle is relevant to disputes arising from accelerated maturity, where rigid enforcement may disproportionately affect economically weaker parties.¹²

Drawing on Roscoe Pound's theory of the balance of interests, as discussed by Munir, the law should function as a mechanism to harmonize competing interests between creditors and debtors.¹³ This balance becomes important in situations where accelerated maturity leads to a default declaration, potentially resulting in significant losses for debtors with weaker bargaining positions. Therefore, the law should not only protect creditors' rights but also ensure equitable protection for debtors who are economically disadvantaged in terms of financial capacity and legal expertise.¹⁴

Several previous studies have examined acceleration clauses in contract law. Research by Neledov found that acceleration clauses in credit agreements are frequently used to protect creditors by accelerating repayment of the entire debt in the event of default; however, their application can create an imbalance in the parties' bargaining positions under the contract.¹⁵ Furthermore, Kasturi Jaya et al.'s research demonstrated that the enforcement of acceleration clauses in modern contract law practice often leaves debtors in a vulnerable position, particularly when such clauses are applied without regard to the severity of the contractual breach or the debtor's economic condition.¹⁶ Another study by Tavera found that penalty clauses in standard banking contracts for early debt repayment may create unfairness and imbalance for debtors, as such clauses can conflict with the principles of justice, good faith, proportionality, and fairness in both conventional and sharia contract law.¹⁷ Nevertheless, these studies still primarily focus on

¹² CHRISTIAN, A. Pancasila Principle of Justice in the Regulation of (Conventional) Insurance Standard Contract in Indonesia. *Global Legal Review*, 2025, 5(1): 18–39. <https://doi.org/10.19166/glr.v5i1.8268>

¹³ MUNIR, A.I. Conflict of interest: An evaluation of Roscoe Pound's theory of social engineering. *Pakistan Journal of Law, Analysis and Wisdom*, 2023, 4(3): 54–62. <https://dx.doi.org/10.2139/ssrn.4433213>

¹⁴ AL ASY'ARIE, M.A.H.; WIBOWO, B.S.; RAHMANDA, B.; IRAWATI, I. Creditor Protection in Individual Company Bankruptcy. 2025. *Ibid*.

¹⁵ NELEDOV, M. Revisiting the Acceleration Clause: Foundations and Mechanisms through the Parties' Positions and Judicial Logic. 2025. Available at: <https://ssrn.com/abstract=5766122> (accessed on 8 January 2026).

¹⁶ KASTURI, J.; AULIA, M.Z.; HASAN, U.; FATHNI, I. The Binding Power and Adjustability of Early Repayment Penalties in Indonesian Standard-Form Credit Agreements. *International Journal of Law Dynamics Review*, 2026, 4(1): 13–23. <https://doi.org/10.62039/ijldr.v4i1.126>

¹⁷ TAVERA, P.A. Penalty Denda Pada Pelunasan Hutang Perbankan Sebelum Jatuh Tempo Perspektif Teori Perjanjian. *Journal of Islamic Business Law*, 2025, 9(2): 1–13. <https://doi.org/10.18860/jibl.v8i2.7048>

conventional contract law approaches, sharia law, and general principles of justice, while studies that reassess acceleration clauses from a social-justice perspective in Pancasila remain very limited. Therefore, this study seeks to fill this gap by analyzing the reconstruction and reassessment of acceleration clauses from a social-justice perspective in Pancasila.

Based on this gap, the present study focuses on how acceleration clauses are applied in Indonesian contract law and the extent to which their application reflects the principle of social justice in Pancasila. Accordingly, this study formulates the following research questions: (1) how are acceleration clauses conceptually understood and applied as a basis for default in Indonesian contract law; (2) how can acceleration clauses create injustice and imbalance in the positions of creditors and debtors within contractual relationships; and (3) how can the principle of social justice in Pancasila be used to reconstruct the application of acceleration clauses in a manner that is more just and proportional for both debtors and creditors.

In line with these research questions, the objectives of this study are: (1) to analyze the concept and application of acceleration clauses as a basis for accelerating debt maturity in Indonesian contract law; (2) to identify forms of injustice and imbalance arising from the application of acceleration clauses against debtors; and (3) to formulate a reconstruction of acceleration clauses based on the principle of social justice in Pancasila in order to create a balance between legal certainty and substantive justice. Through this approach, the study is expected to make theoretical contributions to the development of Indonesian contract law that is more oriented toward social justice, while also providing practical guidance for judges, policymakers, and financial institutions on applying acceleration clauses in a more proportional and equitable manner.

2. Method

This study employs doctrinal (normative) legal research methodology, focusing on the analysis of legal norms derived from legislation, legal doctrines, and relevant judicial decisions related to the research topic. This approach is adopted because the study aims to reconstruct the concept of acceleration clauses in contract law in light of the principle of social justice in Pancasila.

According to Peter Mahmud Marzuki, normative legal research involves examining secondary legal materials to identify relevant legal principles, norms, and doctrines.¹⁸ In line with this, Soerjono Soekanto emphasizes that normative legal research primarily relies on library-based studies, viewing law as a system of normative rules.¹⁹

2.1. Research approach

This study employs a statutory approach and a conceptual approach. The statutory approach is used to analyze applicable legal provisions, such as the Indonesian Civil Code (KUHPerdata) and Law Number 37 of 2004, to understand the regulation of default and acceleration clauses. The conceptual approach is applied to examine legal concepts such as default, force majeure, and social justice in Pancasila, with reference to legal doctrines and scholarly opinions. In addition, this study employs a comparative approach to examine how similar legal issues are addressed in international legal instruments, such as the UNIDROIT Principles of International Commercial Contracts, the CISG, and European Union law on unfair contract terms. This approach is used to identify differences and similarities in the

¹⁸ MARZUKI, P.M.; SH, M.S. Pengantar ilmu hukum. Prenada Media. 2021. ISBN: 6024224613, 9786024224615.

¹⁹ SOEKANTO, S. Penelitian hukum normatif: Suatu tinjauan singkat. 2007. ISBN: 979-421-259-8.

regulation of acceleration clauses and to provide a broader perspective for reconstructing Indonesian contract law. The use of these approaches is grounded in Johnny Ibrahim's view that normative legal research requires a combination of approaches to achieve comprehensive analysis.²⁰

2.2. Types and sources of legal materials

This study employs three categories of legal materials: primary, secondary, and tertiary. Primary legal materials consist of authoritative legal sources that have binding legal force. These include: (1) the Indonesian Civil Code (KUHPerdata), particularly provisions relating to contracts, default, force majeure, and termination of agreements; (2) Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations; (3) relevant judicial decisions and judicial interpretations concerning acceleration clauses, breach of contract, and unilateral termination of agreements; and (4) comparative international legal instruments, including the UNIDROIT Principles of International Commercial Contracts, CISG Article 79, and Directive 93/13/EEC concerning unfair contract terms.

Secondary legal materials consist of legal doctrines, academic opinions, books, scientific journal articles, and scholarly publications relevant to contract law, acceleration clauses, social justice in Pancasila, debtor protection, and comparative contract law. These materials are used to support legal interpretation and doctrinal analysis within the study.

Tertiary legal materials include reference works such as legal dictionaries, encyclopedias, and indexes, used to clarify legal terminology and concepts relevant to the research topic.

2.3. Legal data collection technology

The collection of legal materials is carried out through library research for legal literature, laws and regulations, and scientific documents related to the research topic.

2.4. Legal materials analysis technology

The analysis of legal materials is carried out qualitatively, using deductive reasoning to connect general legal principles to specific legal issues concerning acceleration clauses. The analytical process includes legal interpretation, conceptual evaluation, comparative assessment, and normative reconstruction in order to formulate a model of contract enforcement that is more proportional, balanced, and consistent with the principle of social justice in Pancasila.

3. Results and discussion

3.1. The difference in evaluating the concept of maturity acceleration as a reason for contract default

A contract is understood as a legal relationship in the field of property involving two or more parties. One party has the right to demand a performance, while the other is obliged to fulfill it.²¹ In Indonesian civil law, a contract is a legal relationship that gives rise to the rights and obligations of the parties, especially the debtor's obligation to perform at a specified time. Article 1268 of the Civil Code

²⁰ IBRAHIM, J. *Teori dan metode penelitian hukum normatif*. Malang: Bayumedia Publishing, 2013. ISBN: 979-3695-39-0.

²¹ BUSRO, A. *Hukum Perikatan Berdasar Buku III KUH Perdata. Tree of Light*, Yogyakarta, 2011. ISBN: 978-602-8955-39-3.

stipulates that a time limit does not suspend the existence of a contract, but only delays its execution. This means that contractual obligations remain valid even though their performance is postponed until a specified time. In this context, a time-bound agreement is one whose performance is intended to occur in the future and becomes enforceable upon the expiration of the agreed period.²²

The Civil Code, Article 1266, further regulates time limits by distinguishing between statutory deadlines and judicial grace periods (*term de grace*), the latter being granted at the discretion of a judge. In principle, creditors are not entitled to demand performance before the expiration of the agreed time period as provided under Articles 1269 and 1270 of the Civil Code, which generally recognize that time limits are established for the benefit of the debtor unless otherwise specified.

The legal standards defining what constitutes debt are set out in the Explanation of Article 2 paragraph (1) of Law Number 37 of 2004, rather than in the Civil Code, and serve as a guideline in bankruptcy and debt suspension (PKPU) proceedings. The term "debt due and collectible" refers to an obligation to pay a debt that has become payable, whether by agreement, by acceleration of the agreed repayment period, through the imposition of fines or penalties by a competent authority, or pursuant to a court or arbitral decision.

Under a fixed-term contract, maturity occurs on the agreed due date, the point at which the debtor is required to perform the obligation.²³ Where the time of performance is not specified in the contract, the obligation becomes due upon the creditor's formal notification.²⁴ In the absence of such notification, the debt remains valid but is not yet enforceable.

Contracting parties possess corresponding rights and obligations that must be respected reciprocally. This principle of reciprocity ensures balanced legal protection for both parties and is reflected in personal rights (*in personam rights*).²⁵

Pursuant to Article 1238 of the Civil Code, an obligation subject to a time limit cannot be enforced prior to the expiration of that period. Once the agreed-upon timeframe has elapsed, the debtor may be deemed in default. A debtor may also be considered in default through a formal demand (*somasi*), a court order, or under the contract's provisions.²⁶

The law distinguishes between situations in which a time limit is expressly determined and those in which it is not. If a time limit is specified, the default occurs upon its expiration. Conversely, where no time limit is determined, default arises only after the debtor has been formally notified to perform but fails to do so. Following Supreme Court Circular Letter No. 3 of 1963, the submission of a legal defense in court may serve as a substitute for a formal notice of default.

²² FEBRIYANTI, W.D.R.; SULISTIYONO, A.; MURYANTO, Y.T. The Development of Contract Law Doctrine in the Indonesian Legal System. nProceedings of the 3rd International Conference on Law, Economics & Good Governance (IC-LAW 2025). Nature Springer, 2025. https://doi.org/10.2991/978-2-38476-519-5_6

²³ YASIN, S.; DUNGGA, W.A.; MANDJO, J.T. Responsibility of the default debtor in the implementation of the credit agreement and settlement. *Estudiante Law Journal*, 2022, Volume 4, Issue 2: 639-653. <https://doi.org/10.33756/eslaj.v4i2.19187>

²⁴ ALBUNIAN, A.A. The impact of digital legal notifications on debtors' commitment fulfillment. In: Al-Ramahi, N., Musleh Al-Sartawi, A.M.A., Kanan, M. (eds) *Artificial Intelligence in the Digital Era. Studies in Systems, Decision and Control*, vol 594. Springer, Cham. 2026. https://doi.org/10.1007/978-3-031-89771-9_193

²⁵ SZILÁGYI, F. The necessity of data allocation: A plea for a private law (property law) perspective. *European Property Law Journal*, 2021, 10(2-3): 180-240. <https://doi.org/10.1515/eplj-2021-0011>

²⁶ BACHRI, Z.; SUHARININGSIH, S.; SUKARMI, S.; PERMADI, I. Legal protection for debtors in determining the application requirements for suspension of debt payment obligations. *International Journal of Research in Business and Social Science*, 2021, 10(6): 394-402. <https://doi.org/10.20525/ijrbs.v10i6.1301>

According to Gaddafi, Hastuti, and Iqbal, obligations arising from contracts constitute one of the primary sources of legal liability, and a contract represents a specific legal event that creates binding rights and duties between the parties.²⁷ In practice, contracts are typically formalized in written form, particularly in business transactions, to ensure legal certainty and enforceability.

Within such contractual structures, provisions governing default play a central role. A breach of contractual obligations may result in termination of the agreement or trigger specific legal consequences, including the acceleration of debt maturity.²⁸ This mechanism, commonly referred to as an acceleration clause, allows creditors to demand immediate repayment of the entire outstanding obligation upon the occurrence of specified conditions set forth in the contract.

Normatively, the Indonesian Civil Code clearly positions time limits as a determining factor for the enforceability of obligations, thereby preventing creditors from demanding performance before the agreed due date. However, in practice, the inclusion of acceleration clauses in modern credit agreements significantly alters this framework. These clauses enable creditors to bypass the agreed temporal structure of the contract and declare obligations due earlier than initially stipulated. This situation creates a doctrinal tension between classical contract law, which emphasizes certainty of time, and contemporary contractual practices that prioritize risk mitigation for creditors. As a result, the function of time as a protective mechanism for debtors becomes weakened, particularly in standard-form contracts where the debtor has limited bargaining power.

Johannes Ibrahim provides an example of how default clauses are formulated in banking practice as follows:²⁹

Events of default include:

- (1) Failure of the debtor to pay installments of principal, interest, or other obligations in accordance with the agreed schedule;
- (2) Any representation or warranty made by the debtor in relation to the credit agreement is found to be false or misleading in any material respect;
- (3) A deterioration in the debtor's financial condition or repayment capacity, such that, in the bank's assessment, the debtor is unable to fulfill its obligations;
- (4) The debtor is declared bankrupt, files for bankruptcy, acknowledges insolvency, or is subject to bankruptcy proceedings;
- (5) The debtor's or guarantor's business is dissolved, ceases operations, is temporarily suspended, or is placed under legal supervision;
- (6) All or part of the debtor's or guarantor's assets, including collateral, are seized by a competent authority;
- (7) The debtor or guarantor fails to execute or properly register collateral documents, such as the Mortgage Power of Attorney (SKMHT) or the Deed of Mortgage (APHT), resulting in the loss of the security's legal validity;
- (8) The debtor breaches the contract or uses the loan proceeds for purposes inconsistent with the agreed terms;
- (9) Any failure by the debtor or guarantor to comply with the provisions of the credit agreement or related contracts, as determined by the bank.

Consequences of default:

If any of the above conditions occur and the bank issues formal notices within a specified period, the bank reserves the right to unilaterally terminate the credit

²⁷ KADAFI, A.A.; HASTUTI, R.; IQBAL, M.A. Juridical Review of Breach of Contract in Commercial Cooperation Agreements in Indonesia. *Justicia Insights*, 2025, 1(2): 50-55. <https://doi.org/10.70716/justin.v1i2.160>

²⁸ MARKOVITS, D.; ATIQ, E.H. Philosophy of Contract Law. *Stanford Encyclopedia of Philosophy* (Winter 2021), 2021. Available at: <https://ssrn.com/abstract=3981974> (accessed on 8 January 2026).

²⁹ IBRAHIM, J. Default dan Cross Default dalam Perjanjian Kredit Bank. *Jurnal Manajemen Maranatha*, 2015, 2(1): 151-164. <https://doi.org/10.28932/jmm.v2i1.119>

agreement. Consequently, the debtor is required to immediately repay the entire outstanding loan balance, including any accrued interest and applicable penalties.

Under these terms, banking and financial institutions have the authority to formally declare a debtor in default of obligations under a credit or financing agreement. Once such a declaration is made, the creditor is entitled to demand immediate repayment of the outstanding loan, including accrued interest and applicable penalties. This mechanism reflects the function of default clauses as instruments for risk mitigation, allowing creditors to protect their financial interests.

The broad formulation of default events in banking contracts demonstrates that default is no longer limited to actual non-performance, but extends to anticipatory and risk-based conditions determined by the creditor. This expansion shifts the concept of default from an objective legal condition into a subjective assessment controlled by the creditor.

Such a construction raises concerns about legal certainty and fairness, as it allows creditors to declare default even when the debtor has not yet failed to perform the principal obligation. Consequently, acceleration clauses may function not merely as protective mechanisms, but as instruments that reinforce the structural imbalance between creditors and debtors.

From a legal perspective, default (*wanprestasi*) generally consists of three essential elements: (1) the existence of a legal obligation; (2) a breach of that obligation; and (3) resulting loss or damage suffered by the other party. These elements form the basis for determining liability in contractual relationships.³⁰

However, a creditor's unilateral declaration of default raises important legal concerns. In practice, such a declaration may lead to the termination or suspension of the contract and the imposition of contractual penalties. Nevertheless, because debtors may contest the validity of such actions, creditors are often required to pursue legal proceedings to enforce their claims. The Indonesian Supreme Court, in Decision No. 5 K/Pdt/2018, held that unilateral termination of a contract may constitute an unlawful act, thereby underscoring the need for judicial oversight in determining default.

In contractual relationships, creditors are entitled to demand payment, while debtors retain the right to continue performing the contract within the agreed term. This includes the right to avoid premature enforcement measures, such as the execution or auction of collateral, so long as the debtor remains capable of fulfilling the obligation in good faith. When conflicts arise between the creditor's right to enforce obligations and the debtor's right to continue performance, the resolution must be guided by applicable legal principles, particularly those relating to fairness and proportionality. In this context, the theory of justice serves as a normative framework for balancing competing interests, ensuring that the enforcement of contractual rights does not result in disproportionate harm to one party.

From the perspective of Pancasila, particularly the fifth principle concerning social justice, the broad application of acceleration clauses demonstrates a doctrinal inconsistency between the formal enforcement of contractual autonomy and the constitutional commitment to substantive justice within Indonesian law. In practice, acceleration clauses frequently allow creditors to unilaterally declare default and accelerate debt maturity for administrative breaches or subjective risk assessments, even when debtors retain the economic capacity and good faith to continue performing their obligations. This condition reflects a structural imbalance in contractual relationships: creditors possess dominant authority to determine when default occurs, while debtors are in a procedurally weaker position with limited opportunity to contest premature enforcement. Consequently, acceleration clauses

³⁰ ELLIOTT, C., AND QUINN, F. Tort Law. Pearson Education Limited, 2017. Available at: <https://www.slideshare.net/slideshow/elliott-catherinequinn-francescontributor-tort-lawpearson-education-limited-2017-1pdf/263062007> (accessed on 8 January 2026).

no longer operate merely as mechanisms for securing contractual performance, but increasingly function as instruments of creditor control that reinforce unequal bargaining power in standard-form contracts. This indicates that Indonesian contract practice still prioritizes creditor-oriented legal certainty over substantive justice and balanced contractual protection.

From a proportionality perspective, acceleration clauses should be enforceable only in cases involving a substantial or material breach of contract. However, Indonesian contractual practice often permits acceleration for relatively minor or technical violations that do not fundamentally impair the debtor's ability to perform under the agreement. As a result, debtors may immediately face severe legal consequences, including demands for full repayment, termination of contracts, seizure of collateral, or the auction of secured assets, despite their continued willingness and capacity to fulfill their obligations. Such consequences demonstrate a lack of proportional relationship between the degree of contractual breach and the sanctions imposed. Doctrinally, this weakens the protective function of time limitation under the Civil Code, which originally positions contractual maturity as a safeguard for debtors against premature enforcement. Therefore, the current implementation of acceleration clauses reveals a shift from protection-oriented contract enforcement toward punitive and risk-transfer mechanisms favoring creditors.

Likewise, from the perspective of good faith, the rigid enforcement of acceleration clauses reflects an overly formalistic interpretation of contractual rights. Good faith should not be limited to literal compliance with contractual wording, but must also require fairness, reasonableness, and restraint in exercising contractual power. Nevertheless, acceleration clauses are frequently invoked solely on the basis of technical or anticipatory defaults without sufficient consideration of the debtor's actual financial condition, economic hardship, or continuing intention to perform the contract in good faith. This practice creates the risk of abusive enforcement because creditors may rely on contractual formalities to justify disproportionate actions against economically weaker parties. In this context, the application of acceleration clauses becomes inconsistent with the broader objective of contract law as an instrument for balancing interests rather than legitimizing domination by the stronger party.

In comparison with international legal instruments, the Indonesian approach to acceleration clauses remains relatively formalistic and creditor-oriented. The UNIDROIT Principles of International Commercial Contracts emphasize proportionality, fairness, and reasonableness in contract enforcement by requiring remedies for non-performance to correspond to the seriousness of the breach and encouraging renegotiation in hardship situations. Similarly, Article 79 of the CISG provides exemptions from liability when non-performance results from circumstances beyond the debtor's control, while European legal principles on unfair contract terms prohibit clauses that create a significant imbalance between the contracting parties. The absence of comparable proportionality limitations in Indonesian contract practice demonstrates that acceleration clauses are still treated primarily as instruments of creditor protection rather than mechanisms of balanced contractual enforcement. This doctrinal gap indicates that Indonesian contract law has not yet fully integrated modern principles of equitable contract enforcement that prioritize substantive justice, proportionality, and the protection of weaker parties within contractual relationships.

Overall, the divergence between the normative framework of default under the Civil Code and the practical application of acceleration clauses reflects a fundamental imbalance in contractual relationships. While the legal system formally recognizes the importance of time and procedural safeguards, contractual practice increasingly permits early enforcement based on creditor-driven assessments.

3.2. Acceleration or early maturity of debts can have unfair consequences for debtors in contractual relationships

The enforcement of substantive civil law in contractual relationships may be carried out privately by the parties concerned without government involvement. However, such private arrangements do not replace the role of formal legal institutions authorized to issue binding decisions.³¹

Individuals seeking to assert their rights are prohibited from imposing their own rules or acting unilaterally without the other party's consent, especially when such actions may cause harm. In practice, violations of substantive civil law are common, resulting in losses for the parties and disrupting the balance of interests in society. Such violations must be addressed and enforced by authorized officials in accordance with due process and the applicable rules of civil procedure.³²

In addition to the courts, civil disputes may also be resolved through alternative mechanisms such as arbitration and notarial processes, within their respective jurisdictions.³³

Parties seeking to enforce agreements concluded in Indonesia have several legal remedies available:

(1) Through security rights (collateral enforcement). Certain types of secured assets may be sold through private sale, auction, or public sale without a court order. In contrast, the sale of general collateral typically requires a court order before it can be executed through a public sale or auction.

(2) Through civil litigation. According to Eri Agus Priyono, civil actions may be filed for breach of contract (default). These cases proceed through judicial stages, starting from the District Court, followed by appeal and cassation before the Supreme Court, and, in certain cases, judicial review. An enforcement claim may only be submitted when the obligation has become due and enforceable (*opeisbaar*).

(3) Through bankruptcy proceedings. Bankruptcy petitions are submitted to the Commercial Court and may subsequently be appealed or reviewed by the Supreme Court.

(4) Through arbitration. Arbitration may be conducted through institutional bodies such as BANI, BAPMI, or Sharia arbitration institutions, or on an ad hoc basis. Arbitral tribunals issue final and binding decisions. Although the losing party may challenge the award in a district court under limited grounds, arbitral awards are generally final. If the parties do not comply voluntarily, the award may be submitted to the court for enforcement.

(5) Through alternative dispute resolution. Disputes may also be resolved through non-judicial mechanisms, either independently or as part of court-annexed processes. These methods can produce outcomes that are final and legally binding, subject to the parties' agreement.

In the judicial debt resolution process, creditors with a stronger bargaining position may promptly initiate legal action by alleging breach of contract due to delayed payments, even when the contractual period has not yet expired. This situation places the debtor at a disadvantage, as it disregards their ongoing ability to continue fulfilling obligations through installment payments. If the claim is granted, the court may issue a judgment of default, followed by the seizure and auction of the debtor's collateral. Such outcomes can lead to severe financial consequences for the debtor, particularly when the collateral constitutes their

³¹ ASRI, M.R.; MARSAL, I. Legal analysis of protection against breach of employment contract. *Journal of Law, Politics and Humanities*, 2025, 6(1): 897-902. <https://doi.org/10.38035/jlph.v6i1.2711>

³² MARKOVITS, D.; ATIQ, E.H. *Philosophy of Contract Law*. 2021. Ibid.

³³ DEWANTORO, A. *Penyuluhan Hukum Indonesia Kontemporer*. Deepublish, 2021. Available at: <https://repository.deepublish.com/media/publications/595742-penyuluhan-hukum-indonesia-kontemporer-97243826.pdf> (accessed on 8 January 2026).

primary asset. Consequently, debtors are often placed in a highly vulnerable position when debt matures.

One issue that frequently arises in credit contract litigation is the unilateral termination of agreements by banks, even though the contractual period has not yet expired. This situation is often linked to clauses drafted by creditors that allow them to declare the debtor in default upon any breach of the contract. In practice, however, such clauses are typically formulated unilaterally by the creditor as part of a standard form contract. The assumption that credit agreements are based on equal freedom of contract is therefore misleading. In reality, this freedom is often disproportionately exercised by the party with greater economic power and resources, namely, banks and other financial institutions that provide capital. As a result, the contractual relationship reflects an imbalance of bargaining power, which may disadvantage debtors in the enforcement of contractual obligations.³⁴

Normatively, Indonesian civil law positions time limits as a fundamental requirement for determining when an obligation becomes enforceable. In the context of legal enforcement, the Indonesian legal system does not, in principle, permit unilateral actions (*self-help*) in dispute resolution. Although parties may regulate their relationship privately, the exercise of rights and obligations must remain within the legal framework and be subject to lawful dispute resolution mechanisms, particularly through the courts. This is intended to ensure due process and to prevent the abuse of power by parties in a dominant position.

However, in practice, creditors with greater bargaining power are often able to initiate breach-of-contract claims for delayed payments, even before the contractual period has expired. In such situations, courts may grant the claim and order the execution of collateral through seizure and auction. This can impose severe consequences on debtors, particularly when the collateral constitutes their primary asset.

From the perspective of legal theory, this condition can be analyzed through Roscoe Pound's concept of the balancing of interests, which emphasizes the need to maintain equilibrium between the competing interests of the parties. The broad enforcement of acceleration clauses in Indonesian contractual practice reflects a structural tendency to prioritize creditor security over balanced contractual justice. Although contract law formally recognizes the principle of equality between parties, the practical operation of standard-form credit agreements demonstrates that such equality is largely fictional. Creditors, particularly banks and financial institutions, possess significantly greater economic power, legal expertise, and contractual control in determining the content and enforcement of acceleration clauses. Consequently, debtors are frequently placed in a subordinated position where contractual consent becomes procedural rather than genuinely consensual.

This condition demonstrates a doctrinal inconsistency between the principle of freedom of contract and the reality of unequal bargaining power in modern financing agreements. In theory, freedom of contract assumes that parties negotiate on relatively equal terms and voluntarily assume contractual risks. However, in practice, debtors often have limited opportunity to negotiate acceleration clauses because such clauses are embedded within standardized contracts drafted unilaterally by creditors. As a result, acceleration clauses may function less as neutral contractual mechanisms and more as instruments that institutionalize structural dominance within creditor-debtor relationships.

From the perspective of social justice in Pancasila, the current enforcement model inadequately protects economically weaker parties from disproportionate

³⁴ MUDIMERI, F.E. The early termination of credit agreements in terms of the National Credit Act 34 of 2005. University of Pretoria. 2018. Available at: <http://hdl.handle.net/2263/65699> (accessed on 8 January 2026).

contractual sanctions. The acceleration of debt maturity may expose debtors to severe legal consequences, including litigation, collateral execution, bankruptcy proceedings, and asset auctions, even where the debtor continues to demonstrate good faith and partial capacity to perform contractual obligations. Such outcomes indicate that Indonesian contract enforcement still tends to emphasize formal compliance and procedural certainty rather than substantive fairness and equitable risk distribution.

The present legal framework is insufficiently restrictive of creditors' discretion in invoking acceleration clauses. The absence of clear proportionality standards enables creditors to accelerate obligations based on technical breaches or anticipatory concerns without adequate judicial scrutiny regarding the seriousness of the breach, the debtor's economic circumstances, or the broader fairness of enforcement. This creates the risk that acceleration clauses may operate as punitive mechanisms rather than legitimate safeguards for contractual performance.

Compared with earlier international contract law, modern international contract law increasingly recognizes the importance of balancing contractual certainty with fairness and debtor protection. Instruments such as the UNIDROIT Principles and European rules on unfair contract terms impose limitations on contractual provisions that create excessive imbalance or disproportionately burden weaker parties. In contrast, Indonesian contract practice still provides creditors with relatively broad authority to determine default and accelerate maturity, with limited substantive review. This demonstrates that Indonesian contract law has not yet fully integrated proportionality-based enforcement and social justice considerations into the practical operation of acceleration clauses.

3.3. The principles of social justice in Pancasila help to redefine the acceleration of contract execution deadlines in a more equitable way for debtors

The application of acceleration clauses in Indonesian contract law tends to prioritize formal legal certainty over substantive justice. Normatively, the principle of freedom of contract, as stipulated in Article 1338 of the Indonesian Civil Code (KUHPerdata), grants parties the autonomy to determine the contents of their agreements. However, this freedom must not be exercised in a manner that undermines fairness, particularly in contractual relationships characterized by unequal bargaining power. As Rusli noted, contractual agreements should take into account the unequal position of debtors by incorporating the principles of social justice embodied in Pancasila. These principles emphasize the importance of maintaining balance to ensure justice for all parties. They also reflect values of mutual concern, solidarity, and a willingness to accommodate others' interests, ensuring the equitable protection of fundamental rights within contractual relationships.³⁵

However, such freedom does not always operate under conditions of equality. In creditor-debtor relationships under financing contracts, there is often a significant imbalance of bargaining power, with creditors exercising greater control over the formulation of contractual clauses, including acceleration clauses.

This condition indicates that acceleration clauses no longer function solely as mechanisms for creditors' risk protection, but also as instruments that may reinforce structural inequality in contractual relationships. In many cases, acceleration is triggered by administrative breaches or subjective risk indicators, without adequate consideration of the debtor's actual circumstances, such as good

³⁵ RUSLI, S.; DJAJAPUTRA, G. Judicial assessment of breach in financing agreements under Indonesian contract law. *JIHK*, 2025, 7(2): 1318-1329. <https://doi.org/10.46924/jihk.v7i2.392>

faith and the capacity to continue performing the obligation. This situation leads to what may be described as “premature default,” where the debtor is declared in breach before genuinely losing the ability to perform.

From a theoretical perspective, this phenomenon can be analyzed through the concept of social justice in Pancasila, particularly the fifth principle, namely “social justice for all Indonesian people.” Social justice in Pancasila is not merely about fair distribution, but also about maintaining a balance between individual and collective interests in social and state life. According to Notonagoro, justice within the Pancasila framework encompasses distributive, commutative, and legal justice, all of which must be realized harmoniously within the Indonesian legal system. In the context of contract law, this implies that the relationship between creditors and debtors should not be based solely on formal legal certainty, but must also reflect a proportional balance of rights and obligations.

This approach aligns with Roscoe Pound's view of *balancing interests*, which emphasizes that law must be capable of reconciling competing interests.³⁶ In the context of acceleration clauses, the creditor's interest in securing payment must be balanced against the debtor's interest in protection from disproportionate enforcement measures. Where such a balance is not achieved, the law risks functioning as a mechanism that legitimizes the stronger party's dominance.

From the perspective of social justice in Pancasila, contract law should not merely function as a mechanism for enforcing private agreements, but also as an instrument for protecting social balance and preventing domination by economically stronger parties. However, the current enforcement model still tends to legitimize creditor-oriented interpretations of default and contractual risk. As a result, debtors who continue to demonstrate good faith and partial economic capacity may nevertheless face premature acceleration, collateral execution, and financial exclusion. Such outcomes indicate that the existing legal framework has not yet fully internalized the constitutional value of social justice within private contractual relationships.

Compared with domestic contract law, international contract law has increasingly shifted toward equitable enforcement models that balance contractual certainty with fairness and economic reality. The UNIDROIT Principles, the CISG, and the European principles on unfair contract terms recognize that contractual remedies should be proportionate, reasonable, and responsive to hardship. These instruments reflect the modern understanding that contract enforcement should preserve contractual equilibrium rather than mechanically enforce formal rights. In contrast, legal practice in Indonesia still tends to treat acceleration clauses as rigid instruments that can be applied without sufficient consideration of the debtor's socio-economic condition. This reflects a gap between the ideals of justice embodied in Pancasila and the actual practice of contract enforcement. Therefore, a conceptual reconstruction of acceleration clauses is necessary to ensure their alignment with the principle of social justice.

The reconstruction can be carried out through several measures. First, there should be normative limitations on the use of acceleration clauses, so that they are applied only in cases of actual and substantial breach of contract. Second, it is necessary to strengthen the role of judges in assessing the proportionality of applying such clauses, including by considering factors such as good faith, the debtor's economic condition, and the existence of force majeure. Third, there is a need to develop a more progressive legal interpretation that is not solely oriented toward the literal wording of the contract, but also toward the broader objective of achieving justice within the legal system.

³⁶ POUND, R. *The spirit of the common law*. Routledge, 2018. Available at: <https://api.taylorfrancis.com/content/books/mono/download?identifierName=doi&identifierValue=10.4324/9781351302722&type=googlepdf> (accessed on 8 January 2026).

According to Budiono Kusumohamijojo, Article 1241 of the Civil Code does not grant the injured party an automatic right to terminate a contract for breach. Instead, the party in breach is generally obligated to compensate for damages, costs, and interest, unless they can prove that the failure or delay resulted from an unforeseen event beyond their control. This applies regardless of whether the debtor acted in good faith.

An unforeseen event, such as a force majeure, may constitute grounds for releasing the debtor from liability for claims or lawsuits brought by the creditor. However, a claim of force majeure must satisfy several conditions:

- (1) The performance of the obligation is hindered or prevented;
- (2) The obstacle arises from circumstances beyond the debtor's control;
- (3) The event causing the non-performance does not constitute a risk borne by the debtor.

Force majeure situations may include circumstances in which a debtor has utilized loan proceeds in good faith for business or productive activities, but subsequently suffers losses due to extraordinary events such as a pandemic, economic crisis, humanitarian emergency, or social disruption, making it impossible to fulfill the obligation on time.

The COVID-19 pandemic is a contemporary example of a force majeure event that has significantly affected businesses and borrowers alike. Based on Articles 1245, 1444, and 1445 of the Civil Code, force majeure may be established when certain criteria are met, including the occurrence of an unforeseen event, the absence of fault on the part of the debtor, the presence of good faith, and conditions that physically or legally prevent the debtor from performing the contractual obligation. In this context, the COVID-19 pandemic may constitute a force majeure event, entitling the parties to a temporary suspension of contractual performance. Once the force majeure condition ceases, the suspension is lifted, and the parties are expected to resume fulfilling their obligations under the original agreement.³⁷

Therefore, the reconstruction of acceleration clauses based on the principle of social justice in Pancasila requires not only doctrinal reinterpretation, but also a paradigm shift in Indonesian contract enforcement. Courts should no longer treat acceleration clauses as automatically enforceable solely because they are contractually stipulated. Instead, judges should evaluate the proportionality of enforcement by considering the seriousness of the breach, the debtor's economic condition, good faith, and the broader social consequences of premature acceleration. Through this approach, the principle of social justice in Pancasila can function not merely as an abstract philosophical value, but as an operative legal principle capable of guiding equitable and proportional contract enforcement in Indonesia.

4. Conclusion

Acceleration operates as a mechanism by which a debtor may be declared in default when unable to meet payment obligations, thereby safeguarding the creditor's rights to pursue repayment. However, enforcing maturity at an earlier stage may adversely affect the debtor's interests and create an imbalance in the contractual relationship, particularly where the debtor still has the capacity to continue business operations. In this context, the principle of social justice in Pancasila serves as a normative basis for government and civil dispute resolution

³⁷ RISMA, A.; ZAINUDDIN, Z. Tafsir Pandemi Covid-19 Sebagai Alasan Force Majeure yang Mengakibatkan Pembatalan Perjanjian. *Jurnal Wawasan Yuridika*. 2021, 5(1): 100-112. <https://doi.org/10.25072/jwy.v5i1.420>

institutions to ensure a more equitable position for debtors when faced with accelerated obligations.

Accordingly, there is a need to develop legal policies governing contract law and banking regulations related to shortened maturities. Civil dispute resolution institutions are required to adopt a more progressive approach by applying the principles of social justice in Pancasila in assisting economically disadvantaged parties affected by the acceleration of contractual obligations. This is important because, in many cases, debtors who remain within the contractual period and retain the ability to continue their business activities should be given a fair opportunity to fulfill their obligations rather than being prematurely declared in default through creditor-initiated legal action.

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