Vol. 7, No. 2, 2025, pp. 29-35
DOI: https://doi.org/10.32698/19071908

INDONESIAN INDOVISI INSTITUTE

Contents lists available at Indovisi

Jurnal Indovisi

ISSN 2615-4234 (Print) and ISSN 2615-3254 (Electronic)

Journal homepage: https://journal.dosenindonesia.org/index.php/indovisi

Abuse of circumstances in agreements among businesses and micro, small and medium enterprises

Maria G.S. Soetopo[*)]
Pelita Harapan University School of Law, Tanggerang, Indonesia

Article Info

Article history:

Received Jun 22th, 2025
Revised Jul 20th, 2025
Accepted Aug 26th, 2025

Keywords:

MSME
Contract
Misbruik van omstandigheden
Partnership
Agreements

ABSTRACT

The Micro, Small, and Medium Enterprises (MSMEs) sector plays a vital role in the national economic development. In order to support MSMEs, partnership agreements among businesses and MSMEs are optimized through contract enforcement by the government. However, Indonesian Civil Code has not included provisions on misbruik van omstandigheden which often place MSMEs in a weaker position. This study aims to outline and analyze legal issues related to the concept of misbruik van omstandigheden in partnership agreements, using a normative legal research method with a conceptual, statutory, and comparative approaches in forming the arguments. Findings indicate that MSMEs' weakened position in partnership agreements is due to a lack of implementing regulations on misbruik van omstandigheden based on the Indonesian Civil Code regarding agreement termination, both in legal practice and in judges' decision-making mechanism within court proceedings in Indonesia.

Corresponding Author:

Maria G.S. Soetopo,
Pelita Harapan University School of Law
Email: maria.soetopo@lecturer.uph.edu

Introduction

Holding a strategic role in the national economic development, the micro, small and medium enterprises (MSMEs) provide the most labor and contribution to Gross Domestic Product (GDP) (Taufik, 2017:370). This is supported by Indonesia's experience after the 1997-1998 economic crisis(Indonesia Investments, 2022) and various survey results from the Central Bureau of Statistics (BPS) data in 2001, which included the following (Adiningsih, 2009): The number of small and medium enterprises, accounting for 99.9% of the total number of Indonesian companies; 99.4% of Indonesia's total labor force is absorbed by micro, small and medium enterprise sector; and The contribution of small and medium enterprises accounted for 59.3% of Indonesia's total GDP.

In the last two decades, MSMEs have continued to grow. According to data in 2016, the number of MSMEs in Indonesia reached 60 million, contributing 63% of the GDP ("Regulatory Reform: Policy Impact Analysis of Small and Medium-Sized Enterprises in Economic Development," 2019). In 2021, MSMEs reached 64.2 million units (Sulistiyono, 2022), despite its declined contribution to 61% of GDP (Kemenkeu, 2022).

The huge economic potential has caused the government to vigorously develop the MSMEs sector through various policies. Annex 1 of the Presidential Regulation No.18 of 2020 on the National Medium-term Development Plan for 2020-2024 (Peraturan Presiden Republik Indonesia Nomor 18 Tahun 2020 Tentang Rencana Pembangunan Jangka Menengah Nasional 2020-2024 (Lembaran Negara Republik Indonesia Tahun

2020 Nomor 10), 2020) points out that there are several development goals to be achieved, such as illustrated below:

Table 1. Development goals of the MSMEs sector according to Presidential Decree No.18 of 2020

Indicators	**Baseline for 2019**	**Target for 2024**
Entrepreneurship ratio (%)	3,3	3,9
Contribution of micro, small and medium enterprises to GDP (%)	57,2	65
Proportion of micro, small and medium enterprises receiving credit from formal financial institutions (%)	24,7	30,8
Ratio of micro, small and medium enterprise credit to total bank credit (%)	19,7	22
Proportion of people's business loans in the production sector (%)	50,4	80
People's business loans distribution value (Trillion Rupiah)	140	325
Entrepreneurship growth (%)	1,7	4
Start-up business growth (unit)	748	3.500

Source: Annex I of Presidential Decree No.18 of 2020

However, there are several obstacles hindering the optimal implementation of such efforts as follows (Ministry of National Development Planning Republic of Indonesia, 2020): 1) Multiple interpretations of rules and regulations; 2) Absences of implementing regulations, guidelines, and institutions; 3) Licensing issues; 4) Limited financing access; 5) High tariffs impositions; 6) Non-specific budget; 7) Lack of coordination among ministries or agencies in the drafting and implementation of policies.

The above-mentioned issues hinder MSMEs' contribution towards national development. Although the government has carried out various reforms, such efforts have not optimally touched issues relating to contract law implementation and enforcement. This is due to the fact that, according to the Business Competition Supervisory Commission (Komisi Pengawas Persaingan Usaha, or KPPU), a weakened position of MSMEs in business contracts is an obstacle for business development (Eko, 2017). Actors of MSMEs are often denied the opportunity to understand their rights stipulated in partnership agreements resulting to vulnerability for exploitation. Subsequently, MSMEs are merely used as a tool to benefit larger businesses (Eko, 2017). These conditions indicate 'abuse of circumstances', or misbruik van omstandigheden, during contract drafting due to an absence of provisions in the Indonesian Civil Code to uphold justice.

The existence of misbruik van omstandigheden in agreements is certainly contrary to the spirit of the Pancasila, which calls for economic democracy (Eko, 2017) to achieve harmonious conditions and free from exploitation de l'homme par l'homme (human exploitation of other humans)(Sukarno, 1964:167-193). This condition also contradicts several provisions of the 1945 Constitution of the Republic of Indonesia (UUD 1945), such as: 1) Article 27 (1) in which every citizen is equal in the face of the law and the government, and is obliged to uphold it without exception; 2) Article 28D (1) in which everyone has the right to fair recognition, guarantee, protection, and certainty of the law and to equal treatment before the law.

The provisions of the 1945 Constitution above basically state that everyone is equal in the face of the law and entitled to justice. The agreement between business actors and MSMEs is a consequence of the principle of freedom of contract. Its binding strength is based on the principle of pacta sund servanda. Through the pacta sund servanda principle, the agreement is considered equivalent to the constitution. Although substance of a contract may deviate from some provisions of the Civil Code, pacta sund servanda principle cannot be used to negate Pancasila, the 1945 Constitution, or even the Civil Code altogether. Exploitative contracts are prohibited in the society; however, in actuality such is not the case. This study analyzes the abuse of circumstances in agreements between businesses and MSMEs. The arguments presented are based on the theory of justice and the concept of abuse of circumstances, or misbruik van omstandigheden. The research uses a normative legal research method by applying conceptual, statutory, and comparative approaches in constructing.

Method

Author is used normative legal research method with a conceptual, statutory, and comparative approaches in forming the arguments.

Results and Discussions

MSMEs and Agreements

Engagement, or verbitenis, has a broader meaning than agreement. The scope of engagement includes legal relationships as a result of agreements - So, Gunawan Widjaja says, protocols are one of the sources of communication. That is to say, the treaty gives birth to the agreement, which creates obligations for one or more parties to the treaty- (Muljadi & Widjaja, 2014: 91) and legal relationships not basing (Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie) Staatblad Tahun 1847 Nomor 23, 1847: Article 1233) on agreements (Subekti, 2005). Essentially, an agreement is the legal relationship between parties, provided that (Subekti, 2005:122-123): 1) One party has the right to ask from the other party; and; 2) The other party has the obligation to fulfill.

This approach is applied in Book III of the Civil Code, entitled "Engagement Matters". There are conceptual differences between engagements and agreements. An engagement involves a legal relationship between the two parties, whereas an agreement is related to the events in the relationship (Djumadi, 2004). This is consistent with Subekti's view that an agreement is an event in which one person promises to another to perform (Subekti, 2005:1). The agreement is the basis of forming an engagement (Panggabean, 2010:11), including the relationship between businesses and MSMEs.

As mentioned earlier, the binding force of provisions in the Indonesian law is based on the pacta sund servanda principle. However, Article 1338 of the Civil Code indicates the existence of several other principles, which includes: 1) Principle of good faith; and; 2) Principle of consensualism

The various principles above are basically in line with the view of Hans Nieuwenhuis that the principles of contract law consist of the principle of autonomy, the principle of trust, and the principle of causality (Panggabean, 2010). However, unlike the Civil Code, Hans Nevenhuis believes that the principle of agreement has a wider scope. The principle of autonomy points out that the agreement should be based on the free will of the parties. The principle of trust requires the law to protect the trust arising from the agreement. The principle of causality requires that the relationship between the method and purpose of the relationship arising from the agreement continue to take into account the provisions of the legislation (Panggabean, 2010).

The realization of the principle of autonomy requires the existence of freedom constraints. These conditions make the principle play a role in determining whether there is an agreement or not (Panggabean, 2010). The principle of freedom contract originates from the balanced status of the parties as contractual partners (Paparang, 2016 :46). Although Article 1338 of the Civil Code provides space for the contract, the substance of the contract goes beyond the scope of the law, but this provision is still valid (Putra, 2017:234). The problem is that the practice of drafting contracts often ignores the principle of autonomy; thus the stronger party pressures the weaker party, resulting to misbruik van omstandigheden(Paparang, 2016:46) due to issues of economic advantage, relative dependence or special mental states (Panggabean, 2010:51-52). Such conditions exist in agreements among businesses and MSMEs as businesses often use various restrictions and obstacles owned by MSMEs resulting to unbalanced and harmful agreements.

Misbruick Van Omstandigheden and Its Relation to Defect of Will

Misbruick Van Omstandigheden as a Legal Concept

From a common law perspective, misbruik van omstandigheden is closely related to 'undue influence'(Panggabean, 2010:48) and unconscionability. Undue influence is the result of imbalances occurring under the following circumstances (Putra, 2017:241): 1) Some parties are coerced because of terror, threats or the impact of short-term detention; or 2) Undue coercion, ingenuity, trickery or persuasion in a state of urgency, resulting in: a) One party having excessive authority; and b) The other party being affected to commit an act that they are unwilling to commit.

Concurrently, unconscionability is the cause of injustice (Paparang, 2016:48-49) resulting in the behavior of one party to execute or take advantage of its transaction. About undue influence and unconsciousness, Deane J. In Fatma Paparang's explanation: "The doctrine of undue influence is seen from the results of unbalanced provision of agreements to the affected parties, while the doctrine of unconsciousness is seen from the behavior of the powerful party in trying to impose its transactions on the weak or take advantage of the weak, whether it is appropriate or not. This view is based on the Court decision in Commercial Bank of Australia v. Amadio (1983) 151 CLR 447 (Paparang, 2016:49) see (Arthur Lewis, 2009:132).

The occurrence of misbruik van omstandigheden has an impact on the emergence of exploitation from the stronger party against the weaker party. Although this condition is logically prohibited, such incidence persists due to the absence of provisions in the Civil Code regarding misbruik van omstandigheden. The abuse of circumstances in Dutch law is based on various court decisions (Panggabean, 2010:48-49), including: 1) The

Bovag Barrier by Hoge Raad (HR) of New Jersey on 11 January 1957. No. 37 of 1959 (Panggabean, 2010:92) see (Putra, 2017:239) see (Widyana, 2012) which declares that Bovag's terms are not against ethics. However, the substance has placed an unbalanced and burdensome burden on vehicle owners; 2) The case of Widow Feirabend, based on Arrest HR dated May 25, 1964, NJ. 1965 No. 104 - The case stems from a decision by Feirabend's widow, who was in an urgent situation and decided to lend her house to a lender to avoid execution by other creditors. This collateral is accompanied by the right to choose (the right to buy). However, due to the restrictions of widow Feirabend, the mortgagee of the house abused his trust. This condition raises legal problems in this process, because mortgage holders claim their right to choose. These conditions led Feirabend's widow to file a lawsuit on the grounds of abuse of circumstances - in which the mortgage agreement between the mortgage holder and Feirabend widow was called off due to the misuse of circumstances of the following forms (Panggabean, 2010:97):1) Widow Feirabend's depressed mental state during the making of the agreement; and; 2) Widow Feiraband's limited legal knowledge of the contractual agreement.

Abuse of circumstances may be caused by many factors. However, its implementation in the Bovag Arrest and the case of the Widow of Feirabend shows that there are at least four conditions that can be used to determine whether or not misbruik van omstandigheden occurs, namely: 1) Special circumstances such as emergency, dependence, carelessness, mental state, and lack of experience; 2) Special circumstances used by one party to conclude an agreement; 3) Circumstances where one of the parties implements the agreement that should not have been done (Panggabean, 2010:47-48); 3) A form of casual relationship that without the abuse of circumstances the agreement would never have occurred (Budiono, 2010:98).

The mentioned conditions are consistent with the views of Zainal Asikin Kusumahatmadja on the elements of abuse of the economic situation in a contract - Vol. 3 Article 44 (1) Nieuw Burgerlijk Wetboek - as follows (Panggabean, 2010:102): 1) The existence of conditions that are unreasonable, inappropriate, or contrary to humanity in the agreement (unfair contract terms); 2) The weaker party is in a state of stress and has no other choice but to enter into an agreement even though there are onerous conditions; and 3) The value of the results of the agreement is very unbalanced when compared to the mutual achievements of the parties.

These factors often occur in cases such as the Business Competition Supervisory Commission Decision No. 02/KPPU-L/2005 on the terms of trade between businesses and MSMEs.

Misbruick van Omstandigheden and Indonesian Civil Code

Misbruik van omstandigheden is, in essence, a form of coercion behind the manifestation of mutual assent within a contract. However, its existence has not been accommodated in the provisions of Article 1321 of the Civil Code (Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie) Staatblad Tahun 1847 Nomor 23, 1847: Article 1321) as the said article only recognizes misleading (dwaling), coercion (dwang), and fraud (bedrog) as grounds for contract termination (Subekti, 2005:23-24).

The absence of misbruick van omstandigheden clause shows that Indonesian civil law still implements a classical method. The law lags again in adapting to changes in the current era as the concept of coercion has evolved. Execution is no longer threatening (Putra, 2017:236-238) - A simple example is the use of candy in a return of a transaction between a service provider (such as a convenience store or supermarket) and a consumer without prior agreement.

The compulsory concept of misbruick van omstandigheden displays that the current civil code is no longer targeted, not because of the poor regulatory quality, but because of the requirement for a more balanced, fair, and equal implementation of contractual relations. Adjustments in the Civil Code can be executed identically to the provisions stipulated in the Dutch law and Nieuw Burgerlijk Wetboek (NBW), as follows (Paparang, 2016:47-48): 1) The inclusion of misbruik van omstandigheden in Section 1 of the NBW (Article 44, Paragraph 1, Volume 3 of the NBW), in addition to the existing provisions on threats (bedreigning) and fraud (bedrog) as grounds for abrogation; and 2) Article 228 (1) of Book VI and paragraph (2) of NBW to stipulate that: a) An agreement arising from abnormal conditions may be revoked under the following circumstances; If one party knows the true circumstances, it will not be made into an agreement; Misleading is caused by misinterpretation by both parties, unless the agreement is accepted even if no explanation is provided; Both sides are aware or know the existence of such conditions, and should first try to get an explanation of the condition; and Both parties to an agreement have wrong views, and thus make mistakes, unless they do not need to know that the mistakes arise from the true views of the agreement. 2) The cancellation of the agreement cannot be based on an error that will be closed in the future, or related to the basis of the agreement where the error exists.

The above-mentioned provisions show that the current NBW arrangement has been aimed at protecting the weakened party and rejecting stronger party's attempts to unjustly enrich themselves at the burden of others (Hijma, 2010:22-24). Unfortunately, such efforts to include such provisions have not taken place in Indonesia, where the civil law rules are based under the Civil Code. Consequently, misbruik van omstandigheden continues

to occur and leads to a one-sided contract. As a matter of fact, the fairness in the agreement can be realized when the interests of the parties are exchanged and distributed in proportion (Paparang, 2016:46). There are many agreements with standard clauses resulting to MSMEs' inability to negotiate. For all intents and purposes, MSMEs only have two options: agree to the offered terms, or seek others who can cooperate with them (Putra, 2017:235).

By its own account, the existence of standard-form contracts cannot be separated from the demands of the development of the business world requiring things to be done promptly and with certainty (Putra, 2017:235). All services must be carried out in a practical, efficient, and effective manner within the following: 1) Credit agreements between customers and financial service institutions; and 2) Terms of trade between suppliers and traders.

The existence of such contract gives birth to a legal relationship, which arises from the existence of an agreement based on the principle of agreement. The contract is binding as long as there is no will defect among parties within the agreement.

Misbruik van Omstandigheden in Indonesian Law

As mentioned earlier, misbruik van omstandigheden is currently not regulated in the Civil Code. However, legal practice shows that this concept has been implemented in various policies. For example, in the context of law enforcement, this can be seen in a number of court decisions annulling agreements, such as Supreme Court Decision No. 1904 K/SIP/1982, Supreme Court (MA) Decision No. 2230 K/PDT/1985, Supreme Court Decision No. 3431 K/PDT/1985, and Supreme Court Decision No. 2464 K/PDT/1986. Concurrently, some legislations that are lex specialis in nature stipulate misbruik van omstandigheden, as follows: 1) Law No. 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Commercial Competition amended by Law No.11 of 2020 on Employment Creation (Competition Law); 2) Law No. 8 of 1999 on Consumer Protection; 3) Law No. 22 of 2001 on Oil and Gas amended by Law No.11 of 2020 on Employment Creation; and 4) Law No. 13 of 2003 on Employment, as amended by Law No.11 of 2020 on Employment Creation.

In the context of the Competition Law, the implementation of misbruik van omstandigheden concept has succeeded in protecting MSMEs based on the Business Competition Commission Regulation No. 02/KPPU-L/2005 which states that PT Carrefour Indonesia abused circumstances and dominant position (A. M. T. A. Andi Fahmi Lubis, 2009). This is reflected through the terms of transactions, where the supplier charged a variety of fees, such as listing fee, minus margin, fixed rebate, payment terms, regular discount, co-rationing fee, opening/new store fee, and penalty. Nevertheless, due to the limited scope of legal infrastructure and enforcement, implementation of such regulation has not been optimum, and agreements are subject to Articles 1320 and 1321 of the Civil Code.

Misbruik van Omstandigheden in the Civil Code to Attain Legal Certainty

The occurrence of misbruik van omstandigheden suggests that Indonesia's civil law does not adequately guarantee legal certainty. This is because jurisprudence is not part of the Indonesian civil law system as stipulated under Article 7 (1) of Law No. 11 of 2011 on The Making of Laws, which has been revised under its second amendment, Law No. 13 of 2022 on The Making of Laws (Undang-Undang Republik Indonesia Nomor 13 Tahun 2022 Tentang Perubahan Kedua Atas Undang-Undang Nomor 12 Tahun 2011 Tentang Pembentukan Peraturan Perundang-Undangan (Lembaran Negara RI Tahun 2022 Nomor 143, Tambahan Lembaran Negara RI Nomor 6801), 2022). Incontrovertibly, the inclusion of misbruik van omstandigheden is essential in improving the bargaining position of MSMEs partnership agreements. This can be executed in the following manners: 1) Article 1321 of the Civil Code that states "if an agreement is made due to negligence, or if an agreement is obtained by coercion, deception or fraud, the agreement is void" can be revised to "if an agreement is made due to negligence, or if an agreement is obtained by coercion, deception, fraud, or abuse of circumstances, the agreement is void"; 2) Misbruik van omstandigheden can be adopted in the NBW as abuse of circumstances and inserted into the Civil Code.

It goes without saying that amending the Civil Code is a challenging task. The time consumption and complexity of arranging such amendment are the main problems. By comparision, the Netherlands spent more than 50 years transforming Burgerlijk Wetboek into NBW, with problems still faced to this present day. However, a comprehensive impact analysis of misbruik van omstandigheden presenting the cost and benefit of enacting such concept into the Civil Code can be advantageous for MSMEs, specifically due to the sector's increased potential contribution to Indonesia's economic development. Such impact analysis is executed by applying economic analysis of law (EAL) methodology, through instruments such as regulatory impact assessment (RIA) and cost-benefit analysis (CBA) as mandated in Article 1, paragraph 14 jo. section 95B Article (1) Law No. 15 of 2019 amending Law No. 12 of 2011 on The Making of Laws (Law No.15/2019); Presidential Instruction No. 7 of 2017 (INPRES 7/2017) on the Decision Making, Monitoring and Control of the

Implementation of Policies at the Level of Ministries and Government Institutions; and Secretary of the Cabinet Regulation No. 1 of 2018 (PESSKAB No. 1/2018) on Guidelines for the Preparation, Implementation and Further Actions on the Outcomes of Cabinet Meetings.

Conclusions

The above findings exemplify that MSMEs have not been fully capacitated in Indonesia's legal system due to the absence of misbruik van omstandigheden concept in the Civil Code. It is befitting; therefore, to revise the Civil Code through the following means: 1) Amending the provisions of Article 1321 of the Civil Code; 2) Adding provisions regarding the conditions for abuse of circumstances by incorporating misbruik van omstandigheden into the NBW.

The mentioned revisions should be based on an economic analysis of law as stipulated in the amendments of Law No. 12 of 2011 on The Making of Laws, Presidential Instruction No. 7 of 2017, and Secretary of the Cabinet Regulation No. 1 of 2018.

References

Adiningsih, S. (2009). *Regulasi dalam revitalisasi usaha kecil dan menengah di Indonesia.* Accessed at October 9, 2019. Retrieved from http://www.lfip.org/english/pdf/bali-seminar/Regulasi dalam revitalisasi - sri adiningsih.pdf

Andi Fahmi Lubis, A. M. T. A. (2009). *Hukum Persaingan Usaha antara Teks dan Konteks* (N. N. sirait Andi Fahmi Lubis, Ed.). Indonesia: GTZ KPPU.

Arthur Lewis, P. D. S. W. (2009). *Dasar-Dasar Hukum Bisnis*. Bandung: Nusa Media.

Budiono, H. (2010). *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*. Bandung: PT Citra Aditya Bakti.

Djumadi. (2004). *Hukum Perburuhan : Perjanjian Kerja*. Jakarta: RajaGrafindo Persada.

Eko, A. (2017, May 11). Sulit Berkembang, UMKM Lemah Dalam Perjanjian Usaha Kemitraan - Berita Moneter Dan Keuangan. *Beritamoneter.Com*, p. Accessed December 3, 2019.

Hijma, J. (2010). *The Netherlands New Civil Code:kitab Undang-Undang Hukum Perdata Belanda Yang Baru*. Jakarta: Jakarta.

Indonesia Investments. (2022). Krisis Keuangan Asia - Krismon - Sebab & Dampak Indonesia Investments. *2022, Juni 27*, p. 2022. Retrieved from https://www.indonesia-investments.com/id/budaya/ekonomi/krisis-keuangan-asia/item246?%0A%09%0A

Kemenkeu. (2022, April 14). PIP Dukung Penguatan Kontribusi UMKM terhadap Ekonomi Indonesia. *Pip.Kemenkeu.Go.Id*, pp. 1 Accessed October 28, 2022. Retrieved from https://pip.kemenkeu.go.id/id/data-publikasi/berita-terbaru/123-pip-dukung-penguatan-kontribusi-umkm-terhadap-ekonomi-indonesia.html

Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek voor Indonesie) Staatblad Tahun 1847 Nomor 23. , Pub. L. No. KITAB UNDANG-UNDANG HUKUM PERDATA (Burgerlijk Wetboek voor Indonesie) (1847).

Ministry of National Development Planning Republic of Indonesia. (2020). The National Medium Term Development Plan 2020 - 2024. *Indonesian National Development Planning Board*, (18). Retrieved from https://www.bappenas.go.id/files/rpjmn/Narasi-RPJMN-2020-2024-versi-Bahasa-Inggris.pdf

Muljadi, K., & Widjaja, G. (2014). *Perikatan Yang Lahir Dari Perjanjian* (Ke-6). Jakarta: PT. Rajagrafindo Persada.

Panggabean, H. P. (2010). *Penyalahgunaan Keadaan (Misbruik van Omstandigheden) Sebagai Alasan (Baru) untuk Pembatalan Perjanjian (Berbagai Perkembngan Hukum di Belanda)*. Yogyakarta: Liberty.

Paparang, F. (2016). Misbruik Van Omstandigheden Dalam Perkembangan Hukum Kontrak. *Jurnal Hukum Unsrat*, *22*(6), 46–59.

Peraturan Presiden Republik Indonesia Nomor 18 Tahun 2020 Tentang Rencana Pembangunan Jangka Menengah Nasional 2020-2024 (Lembaran Negara Republik Indonesia Tahun 2020 Nomor 10). , (2020).

Putra, F. M. K. (2017). Paksaan Ekonomi Dan Penyalahgunaan Keadaan Sebagai Bentuk Cacat Kehendak Dalam Perkembangan Hukum Kontrak. *Yuridika*, *30*(2), 232. https://doi.org/10.20473/ydk.v30i2.4658

Regulatory Reform: Policy Impact Analysis of Small and Medium-sized Enterprises in Economic Development. (2019). *Pelita Harapan University-Institute for Economic Analysis of Law and Policy (UPH-IEALP)*. Jakarta: UPH-IEALP.

Subekti. (2005). *Pokok-Pokok Hukum Perdata*. Jakarta: Intermasa.

Sukarno. (1964). *Tjamkan Pantja Sila!: Pantja Sila Dasar Falsafah Negara*. Djakarta: Departemen Penerangan.

Sulistiyono, S. T. (2022, April 4). Hingga 2021 Terdapat 64 Juta UMKM di Indonesia, Tapi Baru 19 Juta Masuk Ranah Digital. *Tribunbisnis.Com*, pp. 1 Accessed October 8, 2022. Retrieved from https://www.tribunnews.com/bisnis/2022/04/04/hingga-2021-terdapat-64-juta-umkm-di-indonesia-tapi-baru-19-juta-masuk-ranah-digital

Taufik, A. I. (2017). Evaluasi Regulasi Dalam Menciptakan Kemudahan Berusaha Bagi Umkm. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional*, *6*(3), 369. https://doi.org/10.33331/rechtsvinding.v6i3.201

Undang-Undang Republik Indonesia Nomor 13 Tahun 2022 Tentang Perubahan Kedua Atas Undang-Undang Nomor 12 Tahun 2011 Tentang Pembentukan Peraturan Perundang-Undangan (Lembaran Negara RI Tahun 2022 Nomor 143, Tambahan Lembaran Negara RI Nomor 6801). , (2022).

Widyana, S. (2012). Istilah Pihak-Pihak Dalam Gugatan Perdata. *Www.Hukumacaraperdata.Com*, p. Accessed at December 4, 2019. Jakarta: Hukum Acara Perdata. Retrieved from https://www.hukumacaraperdata.com/gugatan/istilah-pihak-pihak-dalam-gugatan-perdata/