

Research Horizon

ISSN: 2808-0696 (p), 2807-9531 (e)

Research Horizon

Volume: 06

Issue: 04

Year: 2026

Page: 1855-1866

Citation:

Isnaeni, Y., & Sudarsono, H. (2026). Legal validity of civil servant candidate assistance agreements under Article 1320 of the Indonesian Civil Code. *Research Horizon*, 6(4), 1855-1866.

Article History:

Received: July 27, 2026

Revised: August 14, 2026

Accepted: August 21, 2026

Online since: August 25, 2026

Legal Validity of Civil Servant Candidate Assistance Agreements Under Article 1320 of the Indonesian Civil Code

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Abstract

“Assistance-to-pass” agreements in the civil servant candidates selection process raise legal issues concerning freedom of contract and the requirement that contractual purposes comply with legal norms, morality, and public order. This study aims to examine the validity of “assistance-to-pass” agreements in the civil servant candidates selection process based on the objective requirement of a lawful cause as provided under Article 1320 of the Indonesian Civil Code, as well as to analyze the legal reasoning of the Panel of Judges in Decision Number 21/Pdt.G/2025/PN Mlg concerning the legal status of such agreements. This research employs a normative juridical method using statutory and case approaches, with primary legal materials consisting of the Civil Code and the court decision, supported by relevant legal literature. The findings indicate that the “assistance-to-pass” agreement is void because its purpose and underlying cause contravene legal provisions, morality, and public order under Articles 1335 and 1337 of the Civil Code. Nevertheless, the panel of judges ordered the return of the plaintiff’s funds because the defendant retained them without a valid legal basis. The decision confirms that an unlawful agreement does not justify the retention of another party’s assets.

Keywords

Assistance-to-Pass Agreement, Civil Servant Candidates, Contractual Validity, Lawful Cause, Panel of Judges.

1. Introduction

As social beings, humans require legal relationships with others to fulfill their needs, including through civil agreements. An agreement arises from the parties' mutual consent and creates rights and obligations that must be fulfilled as a consequence of their agreement (Subekti & Tjitrosudibio, 1999). In Indonesian civil law, Article 1313 of the Civil Code defines an agreement as an act by which one or more persons bind themselves to one or more others. Although this formulation does not explicitly reflect the reciprocal nature of contractual relationships, legal doctrine defines an agreement as a legal relationship based on mutual consent that produces legal consequences in the form of rights and obligations (Setiawan, 2008). Mertokusumo (2008) similarly emphasizes that an agreement constitutes a legal relationship between two or more parties based on consent, giving rise to corresponding rights and obligations.

An agreement does not acquire binding force merely through mutual consent, as Article 1320 of the Civil Code requires four elements of validity: consent, capacity, a specific object, and a lawful cause, with the first two constituting subjective requirements and the latter two objective requirements; failure to satisfy an objective requirement, particularly lawful cause, renders the agreement null and void from the outset (Miru, 2007; Halim, 2026). The lawful-cause requirement is fundamental because contractual protection depends not only on the parties' intentions but also on the legal purpose pursued. Article 1337 stipulates that a cause is prohibited when it conflicts with law, morality, or public order, thereby limiting the freedom of contract recognized under Article 1338 (Sjahdeini, 2009; Hernoko, 2010).

The principle of freedom of contract is not absolute but remains subject to applicable legal provisions and limitations (Nurzahiroh & Putri, 2023). Santoso et al. (2025) further emphasize that contractual validity under Article 1320 requires compliance with objective requirements and that contractual freedom remains subject to legal and moral boundaries. Santoso and Lestari (2017) emphasize that lawful cause functions as a limitation on contractual freedom, while Arroddi et al. (2024) affirm that agreements pursuing unlawful purposes lose their binding force due to defects in their objective requirements.

In practice, agreements may be formally based on mutual consent while their substance contradicts legal principles, as illustrated by “assistance-to-pass” agreements in the Civil Servant Candidate (*Calon Pegawai Negeri Sipil/CPNS*) selection process, which emerge from high public interest in civil service careers and may encourage brokering practices involving promises of success in exchange for money. From a contract law perspective, such agreements are problematic because they extend beyond administrative assistance to influence a state selection process that should uphold objectivity, transparency, and merit (Fuady, 2001; Salim, 2021). The merit system requires civil servant recruitment and development to be based on competence, qualifications, and performance rather than personal relationships or transactions (Ali et al., 2017; Ibrahim, 2024). Although civil service reform seeks to establish a professional bureaucracy free from intervention and patronage, its implementation remains challenged by patron-client culture and nepotism that may undermine selection objectivity (Malik & Prasojo, 2023; Fadilla et al., 2024). Thus, agreements promising CPNS success through payment may violate both contract law and public administration principles of integrity and professionalism.

The legal issue is reflected in Malang District Court Decision Number 21/Pdt.G/2025/PN Mlg, in which the Defendant offered to assist the Plaintiff's child in passing the 2010 CPNS selection in exchange for IDR 200,000,000. The Plaintiff transferred the funds, but the child ultimately failed to pass, and the Defendant did not return the money despite repeated requests. This case raises two interconnected issues: the validity of the “assistance-to-pass” agreement under the

lawful-cause requirement of Article 1320 of the Civil Code and the legal reasoning applicable to the parties' relationship when it originates from a potentially unlawful agreement. The issue is particularly relevant to distinguishing contractual protection from the principle that no party should benefit from the unlawful retention of another's assets (Rahayu et al., 2024).

However, existing discussions tend to focus on the invalidity of agreements with unlawful purposes, while the judicial treatment of restitution arising from such agreements remains less examined, particularly in the context of CPNS selection. This study addresses this gap by examining the application of the lawful-cause requirement and the judicial basis for restitution in Decision Number 21/Pdt.G/2025/PN Mlg, thereby contributing a specific analysis of the relationship between contractual invalidity and restitution. Accordingly, this study examines the validity of the "assistance-to-pass" agreement under Article 1320 of the Civil Code, particularly its lawful-cause requirement. It analyzes the legal considerations of the Panel of Judges' legal considerations in Decision Number 21/Pdt.G/2025/PN Mlg regarding the agreement's legal status.

2. Methods

This research uses a legal research method to analyze legal issues based on applicable legal norms, principles, and doctrines. According to Soekanto (2007), legal research is a scientific activity conducted based on specific methods, systematics, and thinking to study legal phenomena through a systematic analysis process. Based on the characteristics of the problem being studied, this research employs a normative juridical research method, namely research that focuses on the study of legal norms, legal principles, and legal doctrines to answer the legal issues being studied (Marzuki, 2007). This method is appropriate because the research examines the validity of an agreement based on applicable legal provisions.

The research uses a statutory approach and a case approach. The statutory approach analyzes legal provisions relating to the validity of agreements, specifically Articles 1313, 1320, and 1337 of the Civil Code. These provisions are examined to determine the legal requirements and legality of the agreement. Meanwhile, a case study approach was used to examine the legal considerations of the Panel of Judges in the Malang District Court Decision Number 21/Pdt.G/2025/PN Mlg concerning the dispute over the "assistance to pass" agreement for the Civil Servant Candidate selection process, which was constructed as a debt agreement. This case study examines the relevant facts and the legal reasoning of the Panel of Judges' legal reasoning in applying these provisions.

This research is descriptive and analytical in nature, aiming to describe the applicable legal provisions and then analyze them using relevant legal theories and concepts. The legal sources consist of primary legal materials in the form of the 1945 Constitution of the Republic of Indonesia, the Civil Code, and Decision Number 21/Pdt.G/2025/PN Mlg; secondary legal materials in the form of law books, scientific journals, articles, and academic works; and tertiary legal materials in the form of legal dictionaries and other supporting sources. Primary materials provide the main legal basis, while secondary and tertiary materials support the interpretation and understanding of relevant legal concepts.

The legal materials were collected through library research, which examined various legal documents and literature related to the research object. Furthermore, the legal materials are analyzed descriptively and analytically by describing, interpreting, and connecting legal norms with the facts in the decision to conclude the validity of the agreement to "help pass" the CPNS selection based on Article 1320 of the Civil Code. The analysis identifies the relevant legal norms, examines the facts and judicial considerations, and relates them to the legal issue under study.

3. Results

3.1. Validity of the “Assistance-to-Pass” Agreement under Article 1320

The validity of an agreement in the Indonesian civil law system is not only determined by the existence of an agreement between the parties, but must also meet legal limits stipulated by statutory regulations. Article 1320 of the Civil Code serves as the primary basis for determining the validity of an agreement, specifying four conditions that must be met: agreement between the parties, capacity to agree, a specific matter, and a lawful cause (permissible cause). These four elements are cumulative, so failing to fulfill any one element affects the legal validity of the agreement (Subekti & Tjitrosudibio, 1999).

In contract law, the freedom of the parties to enter into a contract is recognized through the principle of freedom of contract, as reflected in Article 1338 of the Civil Code. However, this freedom is not absolute. The parties are free to determine the content and form of the agreement, provided it does not conflict with law, morality, and public order. Hernoko (2010) explained that freedom of contract must be understood within the framework of balancing the interests of the parties. Therefore, the contract is not merely a formal agreement; it must also reflect the values of justice, propriety, and proportionality within the legal relationship formed (Harahap, 1986).

In relation to the agreement to “assistance-to-pass” the civil servant selection process, the main issue lies in whether or not the objective element, namely a lawful cause, is met, as stipulated in Article 1320 of the Civil Code. Unlike the element of agreement, which relates to the will of the parties, the element of cause relates to the legal purpose or intent to be achieved by an agreement. Therefore, even if the parties consciously and voluntarily agree, that agreement cannot be legally protected if the purpose of the agreement conflicts with the law. Article 1337 of the Civil Code stipulates that a cause is considered prohibited if it conflicts with law, morality, or public order. Therefore, an agreement that is initially made to achieve a purpose prohibited by law cannot be considered a valid agreement. According to Miru (2007), a contract must not only meet the formal requirements of an agreement between the parties, but also have a legally permissible substance. If the contents of the contract include objectives that conflict with legal provisions, the contract loses its legal legitimacy.

Based on these provisions, the “assistance-to-pass” agreement in the CPNS selection process raises significant legal issues because the substance of the agreement does not merely involve providing services or assistance in preparing for the selection process, but rather contains a promise to ensure that a person passes the state apparatus recruitment process through the payment of a certain amount of money. The CPNS selection process is a state administrative mechanism that must be conducted based on the principles of objectivity, transparency, and the merit system. Therefore, any attempt to influence the outcome of the selection process through personal relationships or financial payments contradicts the principles of good governance (Chairiah et al., 2020).

In Decision of the Malang District Court Number 21/Pdt.G/2025/PN Mlg, the legal facts indicate that the Defendant offered assistance to ensure that the Plaintiff's child would pass the 2010 CPNS selection process in exchange for a payment of IDR 200,000,000. The Plaintiff subsequently transferred the money to the Defendant in several installments. However, after participating in the selection process, the Plaintiff's child was not declared successful as a CPNS candidate. The legal issue then arose when the Plaintiff requested the return of the money that had been provided, while the Defendant failed to fulfill such obligation (Maulana, 2021).

When analyzed based on Article 1320 of the Civil Code, the agreement did contain an element of consent and a factual act in the form of the transfer of money (Wibowo et al., 2022). However, the existence of consent alone does not

automatically grant the agreement legal validity. The primary aspect that must be examined is the underlying purpose of the agreement. In this case, the purpose of providing the money was not to obtain a legally permissible service, but rather to secure a guarantee of passing the CPNS selection process. Therefore, there is a strong indication that the cause (*causa*) of the agreement was contrary to law and public order.

According to Setiawan (2008), an agreement must be viewed as a legal act intended to produce legal consequences recognized by the state. Therefore, not all agreements between parties are legally binding if their intended purpose conflicts with the law. This view shows that the law does not protect contractual relationships founded from the outset on unjustified goals. Furthermore, Prodjodikoro (2000) states that an agreement is a legal relationship concerning property between two parties, where one party has the right to demand a performance, and the other party is obligated to fulfill that performance. However, this legal relationship must remain within the limits permitted by law. In the context of the “help pass” agreement for the CPNS, the promised performance is not legally justifiable because it relates to an attempt to unlawfully influence the state selection process. The freedom of parties to agree is not absolute, as the principle of freedom of contract remains limited by law, public order, and morality (Sjahdeini, 2009; Hernoko, 2010; Rahmawan et al., 2019; Indrawati & Suhendra, 2025).

In Indonesian contract law, the existence of a lawful cause is a fundamental element in determining whether a contract is legally protected. Article 1320 of the Civil Code requires a lawful cause as one of the objective requirements for a valid agreement. If the purpose of an agreement conflicts with law, morality, or public order, the agreement is not legally binding from the outset, as affirmed in Articles 1335 and 1337 of the Civil Code (Miru, 2007; Halim, 2026). Therefore, an agreement promising to pass the CPNS selection through payment of a sum of money to a specific party cannot be categorized as a valid contractual relationship because its objective achievement contradicts the principles of legality in government administration and the principle of objectivity in PNS selection.

This approach is also in line with the concept that contracts are not only assessed based on the agreement of the parties, but also based on the legal objectives to be achieved through the agreement (Meliala, 2010). Agreements formed to gain profit through means that violate official state mechanisms cannot gain legal legitimacy, even if the parties enter into a formal agreement (Nugroho & Gunadi, 2023). From a contract law perspective, the invalidity of the cause undermines the agreement’s validity because the law does not protect agreements that conflict with mandatory legal norms (Arrodli et al., 2024; Situmorang et al., 2026).

Beyond the aspect of private law, the practice of “assistance-to-pass” agreements in CPNS recruitment also contradicts the merit system principles within the state civil service administration. The PNS selection system is designed based on the principles of competence, professionalism, objectivity, and transparency to ensure that the appointment of state officials is determined by qualifications and capabilities rather than personal relationships or certain transactions (Ali et al., 2017; Fadilla et al., 2024). Patronage practices and external intervention in the PNS selection process are among the factors that may weaken the implementation of the merit system and create inequality within the public bureaucracy (Nugroho et al., 2020; Malik & Prasojo, 2023). Therefore, an “assistance-to-pass” agreement in CPNS recruitment not only violates the principle of lawful cause in contract law but also conflicts with the principles of good governance in the administration of state civil servant selection (Rakhmawanto et al., 2019; Nikijuluw & Maspaitella, 2025).

The legal relationship arising from such an agreement must be regarded as an agreement that fails to fulfill the objective requirements stipulated under Article 1320 of the Civil Code. Nevertheless, the party who has provided a certain amount

of money may still obtain legal protection regarding the recovery of losses, because the invalidity of an agreement cannot serve as a basis for the recipient party to retain benefits obtained without a valid legal ground (Ikromi, 2024; Rahayu et al., 2024).

Based on the above analysis, it can be concluded that an “assistance-to-pass” agreement in the CPNS selection process does not satisfy the objective requirement of a lawful cause as referred to in Article 1320 of the Civil Code. Although there was an agreement and a transfer of money between the parties, the primary purpose of the agreement was contrary to law, morality, and public order. Therefore, the agreement contains an objective legal defect and cannot obtain legal protection as a valid contract. The juridical consequence is that the agreement should be considered void from the outset because it failed to fulfill one of the fundamental requirements for the formation of a valid agreement under Indonesian civil law (Salim, 2008).

3.2. Legal Considerations in Decision Number 21/Pdt.G/2025/PN Mlg

The Malang District Court Decision Number 21/Pdt.G/2025/PN Mlg is a civil case related to a breach of contract lawsuit regarding the legal relationship between the Plaintiff and the Defendant, which was initially based on an agreement regarding assistance to ensure the Plaintiff's child passes the Civil Servant Candidate selection process. This case is interesting to analyze because the object of the dispute relates not only to the obligation to return a sum of money, but also concerns the legal standing of the agreement, which from the outset was suspected of having an unlawful purpose (Arrodli et al., 2024).

Based on the facts in the case, the relationship between the Plaintiff and the Defendant began with the Defendant's offer of assistance to the Plaintiff to ensure the Plaintiff's child passes the 2010 CPNS selection process. In return, the Defendant requested a fee of IDR 200,000,000. The Plaintiff then transferred the money to the Defendant in installments. However, after the CPNS selection process was completed, the Plaintiff's child was declared unsuccessful. Feeling aggrieved, the Plaintiff requested that the Defendant return the money he had given her. The parties then entered into a refund agreement. However, the Defendant failed to fulfill his obligation within the specified timeframe, leading the Plaintiff to file a lawsuit with the Malang District Court (Rahayu et al., 2024).

In examining the case, the Panel of Judges did not directly base its legal considerations on the validity of the “assistance-to-pass” agreement in the CPNS selection process under Article 1320 of the Civil Code. Instead, the Panel focused on the subsequent legal relationship, particularly the Defendant's obligation to return the money received. This is evident from the Panel's finding that the main fact proven at trial was the Defendant's receipt of a certain amount of money from the Plaintiff and its failure to return it despite being allowed to fulfill the obligation (Salim, 2021).

During the evidentiary process, the Defendant submitted documentary evidence marked T-1 through T-4. However, the Panel of Judges found that this evidence only established the Defendant's identity and status as a civil servant. However, it failed to adequately substantiate the Defendant's rebuttals or reasons for his claim against the Plaintiff. Furthermore, the Defendant did not present witnesses to support his testimony about how he used the money he received. Therefore, the Panel of Judges concluded that the Defendant failed to rebut the fact that the Plaintiff received the money (Wibowo et al., 2022).

These considerations demonstrate that the Panel of Judges applied the principle of burden of proof in civil cases, whereby the party alleging a right or refuting an allegation has the obligation to prove the truth of that allegation. This aligns with the general principle of civil procedure that anyone alleging a legal event must prove that event (*actori incumbit probatio*). In this case, because the Defendant was unable to prove that the money was used as alleged, the Panel of Judges concluded that control of the money remained the Defendant's legal responsibility (Salim, 2021).

Interestingly, in its deliberations, the Panel of Judges also addressed that the purpose of the money related to the civil servant recruitment process. The Defendant himself stated that the money was to be used for the CPNS recruitment process through another party. However, the Panel of Judges argued that the question of the purpose of the money did not automatically eliminate the Defendant's obligation to return the money. The Panel of Judges' approach shows that the court placed greater emphasis on the Defendant's possession of the money without return than on a thorough assessment of the validity of the initial agreement. In other words, the Panel of Judges recognized a legal obligation arising from the Defendant's receipt of the money and failure to return it to the Plaintiff. From a contractual law perspective, this situation is defined as a form of non-fulfillment of obligations, or breach of contract (Rahayu et al., 2024).

According to Meliala (2010), breach of contract occurs when a person fails to fulfil their obligations as stipulated in an agreement, either by failing to perform the obligation at all, by fulfilling the obligation late, or by performing the obligation but not in accordance with the agreement. In the *quo* case, the Panel of Judges considered that the Defendant was negligent because he failed to return the money, even though he had been given time and had made several collection requests.

Furthermore, the Panel of Judges linked the Defendant's actions with the provisions of Article 1234 of the Civil Code concerning the forms of performance in obligations and Article 1243 of the Civil Code concerning the obligation to provide compensation arising from a breach of contract (*wanprestatie*). Based on these provisions, a party that fails to fulfill its obligation after being declared in default may be required to compensate for the losses arising from such failure. In addition, because the Defendant was considered to have been in a state of default (*in mora*), the Panel of Judges also considered the provisions of Article 1250 of the Civil Code regarding moratory interest. Since the parties had not determined the amount of interest in their agreement, the Panel applied interest based on the applicable legal provisions. The imposition of such interest constitutes a legal consequence of the Defendant's delay in fulfilling the obligation to return the Plaintiff's money (Rahayu et al., 2024).

When analyzed from the perspective of contract law, the Panel of Judges' considerations in this case demonstrate a distinction between the issue of the validity of the initial agreement and the legal consequences arising after one party has obtained control over the other party's money. Normatively, the "assistance-to-pass" agreement in the CPNS selection process raises serious concerns regarding the requirement of a lawful cause as stipulated in Article 1320 of the Civil Code. The requirement of a lawful cause is not only related to the existence of a contractual purpose but also ensures that such purpose does not contradict statutory provisions, morality, and public order (Miru, 2007; Halim, 2026). Therefore, the principle of freedom of contract cannot be interpreted as unlimited freedom, as every contract must remain within the boundaries of law and social appropriateness (Sjahdeini, 2009; Hernoko, 2010).

In this context, agreements promising success in the CPNS selection process through payment of money can be categorized as prohibited because they violate the principles of objectivity and integrity of the civil servant recruitment system. Such agreements not only involve private relationships between the parties but also risk undermining the public interest, as civil servant selection must be based on the principles of merit, competence, professionalism, and transparency (Ali et al., 2017; Fadilla et al., 2024). The implementation of a merit system in civil servant selection is designed to prevent patronage, nepotism, and the interference of personal interests in the civil servant appointment process (Nugroho et al., 2020; Malik & Prasoj, 2023).

Furthermore, Indonesian bureaucratic reform positions the merit system as a primary instrument to ensure that civil servant recruitment and promotion are based on individual capacity, rather than on personal relationships or specific transactions (Rakhmawanto et al., 2019; Nikijuluw & Maspaitella, 2025). Thus, an agreement intended to unlawfully influence the results of the CPNS selection process cannot be legally protected because it violates the basic principles of good governance (Ibrahim, 2024).

However, the legal issues in this case do not stop at assessing the validity of the agreement. When one party receives money based on a legal relationship whose validity is then questioned, another aspect arises in the form of an obligation to recover the loss resulting from the possession of assets without a valid legal basis. From a contract law perspective, the invalidity of an agreement cannot be used as an excuse for someone to retain an unjustly obtained benefit (Nugroho & Gunadi, 2023; Rahayu et al., 2024). Therefore, the judge's reasoning in ordering the restitution of the money demonstrates an approach that distinguishes between the invalidity of the contract's purpose and the legal obligation resulting from the unjustified receipt of benefits. This approach aligns with the principle that an agreement that does not meet objective requirements does not create a right to demand performance, but can still result in certain legal consequences for the party who has benefited from the relationship (Arrodli et al., 2024; Situmorang et al., 2026).

The legal status of the "assistance-to-pass" agreement in the CPNS selection process, as examined in Decision Number 21/Pdt.G/2025/PN Mlg, demonstrates a pragmatic approach by the Panel of Judges. The Court sought to provide legal protection to the party who suffered losses through the mechanism of breach of contract (*wanprestatie*). However, theoretically, there were issues regarding the validity of the agreement based on the objective requirements stipulated in Article 1320 of the Civil Code. This decision illustrates that, in civil judicial practice, judges do not only consider the formal aspects of an agreement but also examine the actual consequences arising from the legal relationship between the parties, particularly regarding the occurrence of losses and the possession or retention of another party's rights without a legally justified basis (Santoso et al., 2025).

4. Conclusion

Based on the research findings and discussion, the "assistance-to-pass" agreement in the CPNS selection process does not satisfy the objective requirement of a lawful cause under Article 1320 of the Civil Code when its purpose is to obtain selection success through unlawful intervention, abuse of authority, or recruitment brokerage. Although the parties agreed and the Plaintiff transferred funds to the Defendant, the purpose of the agreement contradicts Articles 1335 and 1337 of the Civil Code because it is contrary to law, morality, and public order. Accordingly, the agreement is void from the outset and cannot be recognized as a legally protected contractual relationship.

However, Decision Number 21/Pdt.G/2025/PN Mlg shows that the invalidity of the underlying agreement does not automatically permit the recipient of the funds to retain them without legal justification. The Panel of Judges found that the Plaintiff had proven the transfer of IDR 200,000,000, while the Defendant failed to return the funds despite a repayment agreement and formal legal notice (*somasz*). The Defendant was therefore considered in default (*wanprestatie*) under Articles 1234 and 1243 of the Civil Code and was ordered to return the funds with 6% annual moratory interest pursuant to Article 1250. This demonstrates that the law may still protect the injured party from unjustified retention of assets, even where the underlying agreement is legally defective. The study implies the need for greater legal awareness that contractual freedom cannot legitimize agreements intended to interfere with objective CPNS selection. Its limitation is that it relies on normative

analysis of a single court decision, limiting broader generalization. Future research should conduct comparative analyses of similar decisions and examine judicial approaches to restitution where unlawful agreements give rise to disputes over the return of funds.

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Acknowledgment

We gratefully acknowledge the contributions of individuals who supported the completion of this article.

Funding Information

This research did not receive any funding.

Conflict of Interest Statement

The authors declare that there is no conflict of interest.

Ethical Approval and Originality Statement

Ethical approval was obtained for this study. The manuscript represents original work and has not been previously published, nor is it under consideration by another journal.

Data Disclosure Statement

The data that support the findings of this study are available from the corresponding author upon reasonable request.



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