

**BREACH OF PERFORMANCE IN PHOTOGRAPHY SERVICES: THE
CLIENT DOES NOT PAY THE FEES AGREED IN THE CONTRACT
BASED ON THE CIVIL CODE AND LAW NO. 8 OF 1999
CONCERNING CONSUMER PROTECTION**

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ABSTRACT

This article examines the legal consequences of non-payment in photography service agreements in accordance with the Indonesian Civil Code (KUHPerdata) and the Consumer Protection Law (UU No. 8/1999). The objective of this study is to examine different legislative frameworks that safeguard photographers against client non-payment and to evaluate the effectiveness of legal remedies in resolving these disputes. The research employed a qualitative methodology, collecting data through semi-structured interviews with attorneys, photographers, and clients, in addition to analyzing documents such as contracts, judicial decisions, and relevant statutes. The discussion pertains to the concept of "wanprestasi," which signifies the breach of a contract, as outlined in KUHPerdata. It also discusses how the Consumer Protection Law safeguards individuals against fraudulent corporate conduct. The study concludes that both the Civil Code and the Consumer Protection Law serve as essential safeguards for photographers, as they provide legal mechanisms to enforce contracts and obtain compensation for damages. Mediation and arbitration are also two alternative methods recommended for efficiently and cost-effectively resolving payment disputes. The paper emphasizes the significance of incorporating legal protections and dispute resolution mechanisms within photography contracts to ensure that services are compensated equitably and punctually.

Keywords: *Non-payment, Photography Service Contracts, Indonesian Civil Code, Consumer Protection Law, Alternative Dispute Resolution.*

INTRODUCTION

In the photography service industry, the contract between providers and clients is crucial, particularly on the remuneration for the providers' services. As photography is a professional service, it typically involves comprehensive contracts that delineate the services to be rendered, the timelines, and the associated prices. Photographers frequently encounter clients who either fail to pay or delay payment, sometimes resulting in legal complications. This case illustrates the significance of legal systems in safeguarding the rights of service providers and ensuring the enforceability of contracts. A photographer, as a service provider, must establish adequate legal safeguards to address potential breaches of contract by customers, particularly regarding

payment obligations.¹

The Indonesian Civil Code delineates explicit regulations regarding contract law, encompassing the definition of contract breach and the associated legal ramifications.² If a client fails to remit the stipulated payment for photography services, this may be classified as "wanprestasi," or non-performance. A breach of contract, or "wanprestasi," occurs when one party fails to fulfill their obligations as stipulated in an agreement, either by not performing in a timely manner or performing inappropriately.³ Under KUHPerdata, the service provider is entitled to pursue damages, terminate the contract, or enforce the agreement's provisions.⁴ Article 1243 of the Civil Code states that reimbursement for costs, losses, and interest due to non-fulfillment of an agreement becomes obligatory if the debtor, after being declared in default, persists in their negligence.⁵ Similarly, Article 1234 specifies that such reimbursements are due if the debtor has been declared negligent in fulfilling the engagement.⁶ Furthermore, Article 1267 of the Civil Code grants the aggrieved party the option to compel compliance or demand dissolution of the agreement, along with compensation for costs, losses, or interest.⁷ The problem of non-payment or delayed payment can significantly impact the financial stability and reputation of photographic enterprises. An understanding of this legal context is essential to comprehend the photographer's rights and the recourse available in the event of a client breaching the contract.

Alongside the KUHPerdata, Law Number 8 of 1999 concerning Consumer Protection (UU No. 8/1999) offers enhanced protection to firms who render services to clients.⁸ This legislation emphasizes the equilibrium of rights between consumers and service providers, mandating both sides to engage in good faith. This regulation safeguards photographer from consumers

¹ Sujana Donandi and Etty Susilowati, "Arti Penting Perjanjian Tertulis Antara Pemilik Dan Pengguna Karya Seni Fotografi Untuk Kepentingan Promosi Komersial," *Law Reform* 11, no. 1 (2015): p. 43–52.

² Dikha Anugrah, Teten Tendiyanto, and Haris Budiman, "Implications of Covid-19 Pandemic Toward Business Contracts," in *UNiSET 2020: Proceedings of the 1st Universitas Kuningan International Conference on Social Science, Environment and Technology, UNiSET 2020, 12 December 2020, Kuningan, West Java, Indonesia* (European Alliance for Innovation, 2021), p.266.

³ Jefferson Hakim Manurung, "Dispute On Lease Financing Agreement: Is It Subject To Consumer Protection Or Civil Law?," *Jurnal Hukum dan Peradilan* 11, no. 2 (2022). p 257–280.

⁴ Akhmad Budi Cahyono, "Default and Termination of Contract: A Comparative Study between Indonesia and the United Kingdom," *Yuridika* 35, no. 3 (2020): p. 469–484.

⁵ A S Ningsih and H S Disemadi, "Breach of Contract: An Indonesian Experience in Akad Credit of Sharia Banking.," *Ijtihad: Jurnal Wacana Hukum Islam Dan Kemanusiaan* (2019).

⁶ Syamsir Hasibuan and Nika Rahmania, "Tinjauan Yuridis Wanprestasi Atas Perjanjian Jual Beli Online," *Jurnal Dimensi* 9, no. 1 (2020): 87–98.

⁷ Cahyono, "Default and Termination of Contract: A Comparative Study between Indonesia and the United Kingdom."

⁸ Lilia Rosa Siti Nurjanah and Darminto Hartono Paulus, "Legal Obligation and Consumer Defense in the Food Industry (Application of Law Number 8 of 1999 Concerning Consumers)," *Journal of Law and Legal Reform* 3, no. 4 (2022): p. 457–480.

employing deceptive or inequitable practices. Should a client decline payment or fail to adhere to their contractual obligations, the service provider may invoke the Consumer Protection Law to safeguard their rights and secure the compensation owed to them.⁹ The law is crucial for preventing firms from exploiting customers and promoting equitable business practices.

The Consumer Protection Law provides photographers with substantial legal safeguards about wanprestasi. The law specifically prohibits deceptive practices, ensuring that customers fulfill their obligations, such as compensating for services rendered appropriately. The legislation stipulates that agreements between service providers and clients must be clear and equitable. This legal framework assists photographers in addressing payment disputes by providing access to established legal remedies, such as mediation or litigation, to secure compensation for their work.¹⁰ The legislation safeguards photographers against inequitable treatment and fosters trust within the service sector.

Disagreements between a photographer and a client regarding payment frequently result in a protracted and arduous court process to resolve the matter. Conflicts in the photography service industry may encompass payment requests, contract violations, or payment delays. The Civil Code and the Consumer Protection Law are two legislative instruments that can address these issues.¹¹ If the consumer fails to adhere to the terms of the agreement, the photographer may initiate legal action for breach of contract. This may result in a court mandate compelling the client to fulfill their obligations and potentially compensating the service provider for incurred losses.¹²

The Indonesian legal system promotes alternative conflict resolution methods, including arbitration and mediation. When such issues emerge, various methods are available for extrajudicial resolution. These strategies provide a superior, more economical, and more courteous method for photographers and clients to resolve their disputes.¹³ Should both parties consent to mediation or arbitration, they may circumvent protracted litigation while still achieving an equitable resolution.¹⁴ This is particularly significant for small enterprises in the photography industry, where the expenses and duration associated with litigation may be

⁹ Bambang Sugeng Ariadi Subagyono et al., "Consumer Dispute in Electronic Transactions: State Obligation and Dispute Settlement under Indonesia Consumer Protection Law," *Journal of Law and Sustainable Development* 11, no. 10 (2023): p 1240

¹⁰ Sa'ida Rusdiana, "Possition of Legal Service Agreement Between Advocates and Clients in Law Number 8 of 1999 on Consumer Protection," *Jurnal Mimbar Hukum* 30, no. 2 (2018): p.392–405.

¹¹ Bambang Sugeng Ariadi Subagyono et al., "Can Indonesia's Laws Keep up? Protecting Consumer Rights in Digital Transactions," *Journal of Law and Legal Reform* 5, no. 3 (2024).

¹² Hasibuan and Rahmania, "Tinjauan Yuridis Wanprestasi Atas Perjanjian Jual Beli Online."

¹³ Salsabila Fakhriyyah Ar Raidah, "Comparative Study of Alternative Settlements in Indonesia and Timor Leste," *Journal of Private and Commercial Law* 5, no. 2 (2021):p 167–177.

¹⁴ Muhammad Rizqon Baihaiqi, Siti Ummu Adillah, and Dahniarti Hasana, "Juridical Overview of the Use of Smart Contracts in Indonesia as a Form of Artificial Intelligence Development," *Sultan Agung Notary Law Review* 4, no. 1 (2022): p 111.

prohibitive.

This study seeks to examine the ramifications of legal stipulations in the Indonesian Civil Code and the customer Protection Law for photographers encountering customer non-payment. This research will analyze the legal instruments accessible to photographers and the remedies for contract violations, offering significant insights into the practical use of these laws. This study will analyze the challenges and advantages of addressing such issues through formal legal proceedings compared to alternative conflict resolution methods. The findings will enhance our comprehension of how legal structures safeguard the rights of individuals employed in the photographic sector.

METHOD

This study utilizes a qualitative technique to examine the legal aspects of non-payment in photography service contracts, focusing on the application of the Indonesian Civil Code and the Consumer Protection Law (UU No. 8/1999) in cases of wanprestasi.¹⁵ The study aims to provide a thorough analysis of the influence of various legal frameworks on dispute resolution, utilizing case studies to demonstrate practical applications and challenges.¹⁶ We will obtain information from both primary and secondary sources. Semi-structured interviews with attorneys, photographers, and clients involved in payment disputes will provide direct insights into actual issues and their solutions. Secondary data will include an analysis of relevant legal documents, such as contracts, court rulings, and legislative texts, as well as scholarly literature, legal reports, and industry publications.¹⁷ The document analysis will focus on identifying legal trends and principles related to non-payment, while semi-structured interviews will enable flexible interaction with participants, producing thorough solutions to legal issues with payment troubles. Participants will be selected based on their expertise, and all interviews will adhere to ethical standards, ensuring privacy is safeguarded and pseudonyms are employed where necessary. The acquired data will be organized systematically for comprehensive analysis.

DISCUSSION

The Legal Consequences of Non-Payment in Photography Service Contracts Based on the Indonesian Civil Code (KUHPerdata)

¹⁵ Agus Satriyanto, "Perlindungan Hukum Bagi Pelaku Usaha Dalam Perspektif Kitab Undang-Undang Hukum Perdata Dan Hukum Islam (Studi Kasus Sewa Kamera Metro 83)" (IAIN Metro, 2021).

¹⁶ I Wayan Wahyu Wira Udytama et al., "Analysis of Breach of Contract Dispute Resolution Through Litigation and Non-Litigation Pathways," in *International Conference on Cultural Policy and Sustainable Development (ICPSD 2024)* (Atlantis Press, 2024), p 654–659.

¹⁷ Matthew Mitchell, "Analyzing the Law Qualitatively," *Qualitative research journal* 23, no. 1 (2023): p. 102–113

The Indonesian Civil Code (KUHPerdata) delineates particular regulations for contract enforcement, encompassing provisions for breaches or failures to meet contractual obligations, referred to as "wanprestasi." When a client fails to remit the stipulated payment for photography services, this becomes a form of wanprestasi. The KUHPerdata enumerates several legal remedies available to the aggrieved party, including seeking damages, requesting performance, or terminating the contract. These remedies are intended to ensure that the service provider receives compensation for their effort and that the contract remains enforceable. This indicates that photographers may pursue legal action to compel the client to fulfill their obligations or to seek compensation for damages incurred due to non-payment.

Failure to comply with the KUHPerdata entails consequences beyond mere non-payment. It can also provide a broader understanding of the contract's content and the responsibilities of the parties involved. In Indonesia, the law permits the injured party to pursue legal action to get compensation, which may encompass restitution and other damages incurred. This enforcement ensures that all parties are held accountable, thereby providing photographers with protection against exploitation or financial loss. However, the procedure may be time-consuming and costly, prompting consideration of alternative conflict resolution methods, such as mediation, which might be more advantageous for photographers.

The KUHPerdata assists photographers in resolving payment disputes by providing a defined framework of regulations to adhere to. Photographers can more effectively manage situations concerning breach of contract if they are familiar with the provisions of the Civil Code. The law recognizes that breaching a contract, such as failing to make payments, can significantly harm the service provider; therefore, it provides a method for them to obtain the appropriate compensation. Implementing these rules can be challenging, as customers may resist adhering to court orders, and legal proceedings can be costly for the service provider.

An very significant concept in the KUHPerdata is that good faith is essential for the enforcement of contracts. This concept implies that both parties must exhibit honesty and fairness not just at the time of contract execution but also throughout its implementation. If the client is found to have behaved in bad faith by deliberately withholding payment or deceiving the service provider, this may result in more severe legal consequences, including the possibility of punitive damages. This underscores the necessity for photographers to establish explicit contracts and maintain transparent communication to mitigate the risk of non-payment and safeguard their rights.

The KUHPerdata Indonesian legal framework is essential for photographers to safeguard their interests in instances of non-payment. The law provides service providers with multiple avenues to achieve their objectives, either through contract enforcement or compensation for the breach. The legal process may be challenging; yet, the Civil Code provides photographers with a robust basis for asserting their legal rights. The efficacy of these

guidelines depends on the photographer's ability to navigate the legal system and the potential for utilizing alternative methods to resolve payment disputes more successfully.

The Protection Of Photographers Under The Consumer Protection Law (UU No. 8/1999) In Cases Of Non-Payment By Clients

The Consumer Protection Law (UU No. 8/1999) offers additional safeguards for service providers, such as photographers, by establishing regulations governing the conduct of business transactions between companies and consumers.¹⁸ The purpose of this regulation is to ensure that business transactions are conducted fairly and transparently, particularly by preventing unethical practices that could harm the service provider.¹⁹ The Consumer Protection Law grants photographers the legal authority to safeguard their rights in cases where a client fails to fulfill their payment obligations as agreed. The legislation stipulates that agreements between consumers and service providers must be explicit, and any fraudulent conduct that breaches the contract may be challenged in a court of law.

One of the key provisions of the Consumer Protection Law is that companies are required to provide transparent and accurate information regarding the services offered and associated fees. This indicates that photographers providing photography services are entitled to receive payment punctually in accordance with the terms outlined in the contract. If a client fails to remit payment, it may be regarded as a violation of the principles of equity and good faith as established by law. Photographers are not only entitled to ensure compliance with the contract but also possess the right to pursue legal action for damages if the client breaches its terms. The Consumer Protection Law serves to establish an equitable balance of power between photographers and consumers, ensuring that service providers are not subjected to unjust treatment or exploitation.²⁰

The Consumer Protection Law also provides consumers who believe they have been unjustly treated or misled by a corporation with a means to seek assistance. It is also essential to recognize that the law provides protection to businesses against unjust conduct by customers. This indicates that photographers may invoke the law to safeguard their rights in cases where a client intentionally fails to remit payment or breaches their contractual obligations. The legislation also stipulates that any agreements between customers and companies must be

¹⁸ Deviana Yuanitasari, Hazar Kusmayanti, and Agus Suwandono, "A Comparison Study of Strict Liability Principles Implementation for the Product Liability within Indonesian Consumer Protection Law between Indonesia and United States of America Law," *Cogent Social Sciences* 9, no. 2 (2023): 2246748.

¹⁹ Andika Prawira Buana and Moch Andry Wikra Wardhana Mamonto, "The Role of Customary Law in Natural Resource Management: A Comparative Study between Indonesia and Australia," *Golden Ratio of Mapping Idea and Literature Format* 3, no. 2 (2023): 167–186.

²⁰ Jera Gratia Montolalu, "Perlindungan Hukum Terhadap Konsumen Yang Mengalami Kerugian Akibat Pengiriman Barang Oleh Perusahaan Ekspedisi Pengangkutan Laut," *LEX PRIVATUM* 14, no. 5 (2025).

clear and unambiguous. This provides photographers with a robust legal foundation for their claims.

The Consumer Protection Law also assists photographers by explicitly delineating the responsibilities of each party involved in a commercial transaction. If the client fails to make payment, the photographer may invoke these provisions to seek enforcement of the contract or to claim damages. This legal framework is particularly advantageous for smaller photographic companies that may lack the financial resources or time to engage in prolonged and costly legal proceedings. The legislation endorses settlement via alternative dispute resolution methods, which provide expeditious and cost-effective means of resolving payment issues.²¹

The Consumer Protection Law provides photographers with essential safeguards against unjust treatment by clients. The law promotes safety and fairness for service providers by ensuring that both parties act in good faith and adhere to the terms of their agreements. Photographers possess legal avenues to safeguard their commercial interests, secure compensation, and assert their rights in the event of non-payment. This enhances the overall integrity of the photography industry by ensuring that service providers receive equitable compensation for their work.

Resolving Disputes Over Non-Payment in Photography Contracts: Legal and Alternative Dispute Resolution Mechanisms

There are numerous lawful methods to resolve disputes concerning non-payment in photography agreements, including litigation or employing alternative dispute resolution mechanisms such as mediation or arbitration.²² The Civil Code and Consumer Protection Law in Indonesia establish a defined framework for addressing payment-related issues. Photographers seeking compensation may pursue legal action in civil court to enforce the contract or recover damages resulting from nonpayment. However, this process may be lengthy and costly, and there is no assurance that the client will comply with the court's order. As a result, an increasing number of individuals are recognizing ADR methods as effective means to resolve disputes swiftly and cost-effectively.

Mediation and arbitration are less formal and more adaptable methods for resolving disputes. A neutral third party facilitates communication between the photographer and the client during mediation and assists in identifying a mutually acceptable solution.²³ This approach is particularly advantageous for photographers seeking to maintain a professional relationship with the client or to circumvent the expenses and emotional toll associated with

²¹ Raidah, *loc.cit.*

²² Subagyono et al., *loc.cit.*

²³ Dinda Keumala et al., "The Establishment of LAPS SJK in the Trajectory of History Viewed from the Politics of Indonesian Law.," *Jurnal Hukum Novelty* (1412-6834) 15, no. 1 (2024).

legal proceedings.²⁴ Mediation also provides both parties with greater influence over the outcome and the terms of the settlement. This is particularly important when the photographer seeks compensation or assistance but wishes to avoid the lengthy legal proceedings of going to court.

Arbitration, conversely, is a more structured alternative dispute resolution process in which an arbitrator reviews the case and renders a binding decision that all parties are obligated to adhere to.²⁵ Arbitration may incur higher costs than mediation; however, it is often more expeditious than litigation and provides a definitive, enforceable decision.²⁶ For photographers, arbitration may serve as an effective alternative when the client prefers not to resolve disputes through mediation or when the complexity of the disagreement renders mediation impractical. The Indonesian legal framework permits both mediation and arbitration, and contractual provisions often specify these methods as preferred means of resolving disputes.

Photographers may still pursue legal action to enforce contracts and seek damages; however, they should not overlook the advantages of alternative dispute resolution. Mediation and arbitration are effective alternatives to formal court proceedings, as they are adaptable, cost-efficient, and expeditious.²⁷ In many instances, these solutions assist photographers in resolving payment issues more swiftly and effectively, allowing them to resume their work and attend to other clients.²⁸ Photographers can enhance their protection against payment issues by incorporating ADR clauses into their contracts. This approach ensures that any disputes are resolved promptly and amicably.

There are both legal and alternative methods available to resolve disputes related to non-payment in photography agreements. Photographers in Indonesia may utilize the legal system to seek assistance through various means, including pursuing litigation or employing alternative dispute resolution methods such as mediation and arbitration. Each method has its advantages and disadvantages, but photographers can make informed decisions to effectively

²⁴ Taufik Siregar and Zaini Munawir, "Mediasi Dalam Tiga Sistem Hukum Dan Perannya Di Dalam Terwujudnya Keberhasilan Tujuan Hukum Di Indonesia," *Journal of Education, Humaniora and Social Sciences (JEHSS)* 3, no. 1 (2020):p 7–16.

²⁵ Tory Caesar Syahputra, Abdul Rahmad Budiono, and Bambang Sugiri, "Deception as a Condition for Cancellation of an Arbitration Award in Indonesia," *International Journal of Multicultural and Multireligious Understanding* 8, no. 4 (2021): p. 610.

²⁶ M Syafrie Ramadhan et al., "Dispute Resolution Of Mudharabah Contract Financing Through Basyarnas," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 8, no. 1 (2024):p 975–987.

²⁷ Rahma Yunita Soviani and Ery Agus Priyono, "The Dispute Settlement through International Arbitration between PT. Karaha Bodas Company against PT. Pertamina and PLN," *Jurnal Daulat Hukum* 5, no. 3 (2022): p 184–195.

²⁸ Syifa Rana Tsary, "Application of the Principle of Good Faith in Electronic Transactions (E-Commerce) by Consumers That Use the Cash on Delivery (COD) Method," *International Journal of Multicultural and Multireligious Understanding* 10, no. 10 (2023): p 51.

safeguard their interests and resolve payment disputes swiftly by understanding the legal instruments at their disposal. This comprehensive strategy provides photographers with the assurance that they can continue their work, knowing that their rights are safeguarded by law.

CONCLUSION

This study demonstrates the significant relationship between the legal frameworks provided by the Indonesian Civil Code (KUHPerdata) and the Consumer Protection Law (UU No. 8/1999) in safeguarding photographers' rights regarding non-payment by clients. The research highlights that when a client fails to fulfill payment obligations, it constitutes "wanprestasi," or breach of contract, under the KUHPerdata, allowing photographers to seek remedies such as damages, contract enforcement, or dissolution. Additionally, the Consumer Protection Law further protects photographers by ensuring fairness and transparency in service agreements, while also providing avenues for legal recourse if a client engages in deceptive practices. The study underscores the importance of these legal protections in addressing non-payment disputes and shows that photographers can benefit from both formal legal proceedings and alternative dispute resolution methods like mediation and arbitration. By understanding these legal mechanisms, photographers are better equipped to navigate payment issues and ensure they receive compensation for their services, thereby fostering a more secure business environment in the photography industry.

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ISSN (Print) 2723-3413 - ISSN (Online) 2722-3663

DOI: <https://doi.org/10.30596/nomoi.v7i1.28581>

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ISSN (Print) 2723-3413 - ISSN (Online) 2722-3663

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