
LEX IMPERFECTA OF LANGUAGE OBLIGATION AND CONDITIONED CONTRACTS

Ilham Muhammad Zain.¹ Febrian Indar Surya Kusuma.²

Universitas Negeri Surabaya

Jl. Barat No.358-360, Kleco, Maospati, Kec. Maospati, Kabupaten Magetan, Jawa
Timur 63392. Indonesia.

Email : 24111764030@mhs.unesa.ac.id

ABSTRACT

*This study examines the fundamental paradox within the Indonesian legal regime arising from Article 31 paragraph (1) of Law Number 24 of 2009 on the Flag, Language, State Emblem, and National Anthem which mandates the use of the Indonesian language in agreements involving Indonesian parties yet provides no sanction mechanism for its violation. This condition renders the norm a *lex imperfecta*, a formally existing obligation that lacks coercive force, leaving linguistic sovereignty as an aspiration without real enforcement. The research employs a normative juridical method combining statutory and conceptual approaches, analyzing primary legal materials including the Civil Code, Law Number 24 of 2009, and relevant Supreme Court instruments. This study finds that the absence of sanctions generates two concurrent pathologies: at the theoretical level a normative vacuum undermines legal system coherence, and at the practical level it produces massive judicial disparity in the treatment of foreign language contracts. The institutional response through Supreme Court Circular Letter Number 3 of 2023 which introduces the criterion of bad faith as a threshold for contract cancellation lacks textual grounding in the law itself and constitutes an informal constitutional bypass exceeding judicial authority. This study proposes a legislative reform adopting two complementary frameworks, namely the doctrine of unenforceable contracts which distinguishes between void and suspended agreements, and the concept of Linguistically Conditioned Contracts wherein foreign language agreements remain legally recognized but their enforceability is suspended until language obligations are fulfilled within a court determined deadline. This framework upholds linguistic sovereignty as a valid public norm while preserving civil law certainty as the foundation of modern economic transactions.*

Keywords: *Lex imperfecta. Linguistic sovereignty. Conditioned contracts. Unenforceable contracts.*

1. Introduction

The rapid advancement of information and communication technology has fundamentally transformed commercial activity in Indonesia, particularly

¹ **Submission:** 26 Mei 2025 | **Review-1:** 2 June 2026 | **Review-2:** 2 June 2026 |
Copyediting: 2 Juli 2026 | **Production:** 2 Juli 2026

through the proliferation of electronic commerce (e-commerce).² The digitalization of trade has shifted transaction paradigms from conventional, face-to-face interactions to electronic platforms that operate across geographic and temporal boundaries. Platforms such as Tokopedia, Shopee, and Lazada have become integral to Indonesia's economic landscape, facilitating billions of transactions annually.³ However, this transformation is not without legal consequences. The migration of commerce to digital environments creates complex legal challenges that the existing civil law framework, principally the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata or KUHP), was not designed to address. The Civil Code, inherited from the Dutch colonial era, governs legal relations premised on physical presence and paper-based documentation, rendering it inadequate in regulating the dynamics of digital transactions.⁴

The complexity of the legal landscape is compounded by the centrality of personal data in e-commerce transactions. Every digital interaction—from account registration to payment processing involves the collection, storage, and processing of consumers' personal information by Electronic System Providers.⁵ The risks arising from this data-intensive environment are substantial: data breaches, identity theft, unauthorized commercial exploitation of personal information, and cross-border data transfers to jurisdictions with weaker protective standards.⁶ The misuse of personal data not only harms

² Edy Santoso, "Opportunities and Challenges: E-Commerce in Indonesia from a Legal Perspective," *Jurnal Penelitian Hukum De Jure* 22, no. 3 (2022): 395–410, <https://doi.org/10.30641/dejure.2022.v22.395-410>.

³ Rahmi Ayunda, "Personal Data Protection to E-Commerce Consumer: What Are the Legal Challenges and Certainties?," *Law Reform: Jurnal Pembaharuan Hukum* 18, no. 2 (2022): 144–63, <https://doi.org/10.14710/lr.v18i2.43307>.

⁴ Ridwan Arifin et al., "Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia," *Jambura Law Review* 3 (2021): 135–60, <https://doi.org/10.33756/jlr.v3i0.9635>.

⁵ Dewa Gede Sudika Mangku et al., "The Personal Data Protection of Internet Users in Indonesia," *Journal of Southwest Jiaotong University* 56, no. 1 (2021), <https://doi.org/10.35741/issn.0258-2724.56.1.23>.

⁶ Abraham Ethan Martupa Sahat Marune and Brandon Hartanto, "Strengthening Personal Data Protection, Cyber Security, and Improving Public Awareness in Indonesia: Progressive Legal Perspective," *International Journal of Business, Economics, and Social Development* 2, no. 4 (2021): 143–52, <https://doi.org/10.46336/ijbesd.v2i4.170>.

individual consumers but also undermines public trust in the digital economy. Indonesia's legislative response culminated in the enactment of Law Number 27 of 2022 concerning Personal Data Protection (Undang-Undang Pelindungan Data Pribadi or UU PDP), which for the first time provided a comprehensive statutory framework for data governance. This regulation must be understood in conjunction with the successive amendments to the Electronic Information and Transactions Law, most recently through Law Number 1 of 2024, which together form the normative backbone of Indonesia's digital legal architecture.

Scholarly engagement with the intersection of e-commerce, civil law, and personal data protection in Indonesia has grown considerably in recent years, reflecting the urgency of these issues.⁷ Munir Fuady has examined the principles of consumer protection law within commercial transactions, laying foundational thinking on the vulnerability of consumers in contractual relationships. M. Yahya Harahap's work on Indonesian contract law provides the doctrinal basis for understanding the validity requirements under Article 1320 of the Civil Code and how they interact with digital agreement mechanisms.⁸ Within the more recent literature, Arrasuli and Fahmi have analyzed the positive legal framework addressing personal data misuse, while Aruan has approached data protection through the lens of privacy rights theory. Ayiliani and Farida have specifically addressed the urgency of establishing an independent supervisory body for cross-border data transfer. Butarbutar and Nurmawati have examined consumer data protection in the context of online lending services, and Fikri and Rusdiana have mapped the scope of personal data protection under Indonesian positive law. Erikha and Hoesein have explored digital education strategies for data breach prevention, while Faizah et al. have undertaken a comparative study of Indonesia's

⁷ Al Sentot Sudarwanto and Dona Budi Budi Kharisma, "Comparative Study of Personal Data Protection Regulations in Indonesia, Hong Kong and Malaysia," *Journal of Financial Crime*, 2021, <https://doi.org/10.1108/JFC-09-2021-0193>.

⁸ Marune and Hartanto, "Strengthening Personal Data Protection, Cyber Security, and Improving Public Awareness in Indonesia: Progressive Legal Perspective."

supervisory authority with reference to Hong Kong.⁹ Kennedy has analyzed cyber data protection from a constitutional perspective, and Novita Angraini and Makkawaru have framed personal data protection as a human rights issue. Despite this growing body of scholarship, a research gap persists existing studies tend to address either the civil law dimension or the personal data protection dimension in isolation, without systematically examining how these two legal domains interact and mutually condition each other in the context of Indonesia's evolving digital transaction environment.¹⁰

Against this background, this research addresses two interrelated questions: first, how has the development of e-commerce and digital transactions affected the regulation and implementation of civil law in Indonesia and second, to what extent does personal data protection law provide effective legal certainty and protection for consumers engaged in e-commerce transactions? These questions are significant not only for academic legal discourse but also for policymakers, practitioners, and digital platform operators seeking to navigate Indonesia's evolving regulatory environment.

To address these questions, this research employs a normative juridical methodology combining statutory and conceptual approaches.¹¹ Primary legal materials consist of applicable legislation, including the Indonesian Civil Code, Law Number 1 of 2024 on Electronic Information and Transactions, and Law Number 27 of 2022 on Personal Data Protection, as well as relevant implementing regulations issued by Bank Indonesia and the Financial Services Authority (OJK). Secondary legal materials are drawn from legal scholarship, peer-reviewed journals, and expert commentary.¹² The analysis focuses on

⁹ Rina Arum Prastyanti and Ridhima Sharma, "Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India," *Journal of Human Rights, Culture and Legal System* 4, no. 2 (2024): 354–90, <https://doi.org/10.53955/jhcls.v4i2.200>.

¹⁰ Prastyanti and Sharma.

¹¹ Faisal Afda'u and Husnia Hilmi Wahyuni, "The Development of E-Commerce and Digital Transactions in The Dynamics Of Civil Law and Personal Data Protection Law," *UNISKA Law Review* 6, no. 1 (2025), <https://doi.org/10.32503/ulr.v6i1.8236>.

¹² Gunawan Widjaja, "Hukum Perdata Di Era Digital: Perlindungan Data Pribadi Dan Kontrak Elektronik Dalam Transformasi Teknologi," *Berajah Journal* 6, no. 1 (2025), <https://doi.org/10.47353/bj.v6i1.182>.

identifying the legal norms governing e-commerce and digital transactions, assessing their coherence and adequacy, and evaluating their practical implications for civil law and consumer protection.¹³

This research argues that Indonesia has constructed a foundational, yet still evolving, dual legal framework to address the challenges of digital commerce. The enactment of Law Number 1 of 2024 on Electronic Information and Transactions and Law Number 27 of 2022 on Personal Data Protection represents a significant legislative advance that supplements the Indonesian Civil Code and provides greater legal certainty for digital transactions. However, the effectiveness of this framework is contingent on several factors that remain unresolved, including the completeness of implementing regulations, the supervisory capacity of the Personal Data Protection Authority, public legal awareness, and the consistent enforcement of cross-border obligations.

To substantiate this central argument, the discussion is organized around four supporting lines of analysis. First, the article examines how e-commerce has driven adaptations in civil law evidence and contract validity, particularly with respect to electronic signatures, digital documents, and click-wrap agreements under Article 1320 of the Civil Code. Second, it analyzes the jurisdictional challenges posed by cross-border digital transactions and the mechanisms available for choice of law and forum selection. Third, the article evaluates the alternative dispute resolution ecosystem for digital commerce disputes, including the role of the Consumer Dispute Settlement Agency (BPSK) and online mediation mechanisms. Fourth, it assesses the normative architecture of Law Number 27 of 2022 on Personal Data Protection including data subject rights, controller obligations, cross-border transfer rules, and the sanction regime and its relationship with Law Number 1 of 2024 as *lex specialis* in the domain of data governance. Together, these analyses

¹³ Diva Marischa and Reni Budi Setianingrum, "Transfer of Personal Data by E-Commerce Companies: A Study From The Perspective of Indonesian Personal Data Protection Laws," *Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal* 4, no. 1 (January 11, 2024): 48–64, <https://doi.org/10.15294/ipmhi.v4i1.78267>.

demonstrate that while Indonesia's legal framework has progressed substantially, the full realization of legal certainty in the digital economy requires continued legislative, institutional, and educational effort.

2. Research Method

This research employs a normative legal research method, which examines law as a set of written norms and principles systematically structured within a positive legal order.¹⁴ This methodological orientation is appropriate given that the primary issues addressed in this research essentially concern the content, coherence, and adequacy of existing legal rules, rather than empirical social behavior. Two complementary approaches are employed: a statutory approach, which involves a systematic examination of all relevant laws and regulations, including the Indonesian Criminal Code, Law No. 1 of 2024 concerning Electronic Information and Transactions, and Law No. 27 of 2022 concerning Personal Data Protection; and a conceptual approach, which draws on legal doctrines and principles from the scholarly literature to interpret and evaluate the norms studied, including the theory of contract validity, the principle of *lex specialis*, and the doctrine of privacy by design.

The legal materials used in this study are classified into primary legal materials, consisting of binding authoritative sources such as the aforementioned laws and regulations, and secondary legal materials, consisting of legal textbooks, scientific journal articles, and expert opinions that explain the interpretation of the primary materials.¹⁵ These materials were collected through library research and analyzed using grammatical, systematic, and teleological interpretation methods. The results of the analysis are prescriptive legal propositions, which evaluate the extent to which the existing normative framework achieves the values of legal certainty, justice, and utility in the context of e-commerce and digital transactions in Indonesia.

¹⁴ Peter Mahmud Marzuki, *Penelitian Hukum (Edisi Revisi)* (Jakarta: Prenada Media Group, 2017).

¹⁵ H Winarno, "Metode Penelitian Hukum Normatif Dan Penerapannya Dalam Studi Yuridis Di Indonesia," *Jurnal Hukum & Pembangunan* 52, no. 1 (2022): 77–89.

3. Results and Discussion

3.1. Theoretical Foundations: Dismantling The Illusion of Linguistic Sovereignty and Contract Law Anomalies

Language sovereignty as a public legal entity holds tensions that have never been truly resolved since it was first articulated into Indonesian legal texts.¹⁶ The tension is rooted in a very legitimate ambition, namely to make the Indonesian language not just a daily means of communication, but an official medium that binds all state and legal affairs as a tangible manifestation of national identity.¹⁷ But these ambitions are complicated by the fact that modern legal traffic, especially in the realm of international trade and foreign investment, operates in an ecosystem that goes far beyond national linguistic boundaries. This is where the fundamental problem begins to manifest itself.

Article 31 paragraph (1) of Law Number 24 of 2009 concerning the Flag, Language, and State Emblem and the National Anthem formulates an obligation that reads: "The Indonesian language must be used in a memorandum of understanding or agreement involving state institutions, government agencies of the Republic of Indonesia, Indonesian private institutions or individual Indonesian citizens."¹⁸ The diction "mandatory" in the provision is not a neutral editorial choice.¹⁹ It is a technical terminology of legislation that refers to the framework of Law Number 12 of 2011 concerning the Establishment of Laws and Regulations as amended by Law Number 13 of 2022, which conventionally implies that violations of obligations formulated by the word should be accompanied

¹⁶ Sentosa Sembiring, "Legal Consequences of the Use of Foreign Language in Commercial Contracts in Indonesia," *Hasanuddin Law Review* 4, no. 1 (2018), <https://doi.org/10.20956/halrev.v4i1.1297>.

¹⁷ Herlien Budiono, "The Validity of Contracts Not Written in Indonesian Language after Law Number 24 of 2009," *Indonesia Law Review* 3, no. 3 (2013), <https://doi.org/10.15742/ilrev.v3n3.49>.

¹⁸ "Undang-Undang Nomor 24 Tahun 2009 Tentang Bendera, Bahasa, Dan Lambang Negara, Serta Lagu Kebangsaan" (2009).

¹⁹ Maria Farida Indrati, *Ilmu Perundang-Undangan: Jenis, Fungsi, Dan Materi Muatan* (Yogyakarta: Kanisius, 2020).

by measurable legal consequences.²⁰ However, a search of the entire body of Law Number 24 of 2009 and its implementing regulations did not find a single provision that explicitly stipulated the legal consequences of the neglect of the obligation. This is the anomaly that is the starting point for all the normative chaos described in this study.

Responding to this anomaly, an argument that is often put forward to justify the absence of sanctions is the claim that the obligation to speak Indonesian is basically pedagogical and educational. In this logic, the norm is not designed as a repressive order that punishes violations, but as a coaching instruction that prioritizes the appreciation of obedience and gradually builds awareness of the national language in the community. This argument has a certain attraction because it seems to offer regulatory flexibility that does not burden business actors with the threat of punishment. But this is precisely where the constitutional issue comes to the surface. The state cannot use imperative diction in the text of the law and thus avoid its enforcement responsibility by taking refuge behind pedagogical arguments. If the purpose of norms is indeed purely coercive, then the choice of diction that is legislatively appropriate is not "mandatory" but "encouraged" or "encouraged".²¹ The use of the word "obligatory" without clear legal consequences not only creates ambiguity of interpretation, but actively produces the illusion of obligation that ultimately has no coercive power.

Departing from the illusion of obligation, the absence of this sanction needs to be analyzed more sharply through the theoretical framework of H.L.A. Hart which fundamentally distinguishes between primary rules and secondary rules. In Hart's construction, primary rules set out substantive obligations that must be complied with by legal

²⁰ Xavier Nugraha, "Ambiguity of Sanctions in Article 31 of Law Number 24 of 2009 and Its Implications for Legal Certainty," *Jurnal RechtsVinding* 11, no. 1 (2022), <https://doi.org/10.33331/rechtsvinding.v11i1.873>.

²¹ Aditya Yuli Wicaksono, "Kekuatan Mengikat Kewajiban Penggunaan Bahasa Indonesia Dalam Perjanjian Dengan Pihak Asing," *Jurnal RechtsVinding* 10, no. 3 (2021), <https://doi.org/10.33331/rechtsvinding.v10i3.781>.

subjects, while secondary rules govern how the primary rule is recognized as valid, amended when no longer relevant, and enforced when violated.²² An effectively functioning legal system requires the presence of the two layers of rules synergistically and complementing each other. Without secondary rules governing enforcement, primary rules are nothing more than normative statements that hang without an instrument of execution. When Article 31 paragraph (1) of Law No. 24/2009 stipulates the obligation to speak Indonesian without designing its enforcement mechanism, what is formed is not a complete legal norm but an appeal wrapped in imperative diction.

Hans Kelsen, in the framework of his pure legal theory, calls this kind of condition *lex imperfecta*, which is a norm that formally exists in the legislative hierarchy and has nominal binding power, but substantially does not have measurable coercive force because it is not accompanied by sanctions that can be executed by law enforcement officials.²³ For Kelsen, the norm without sanctions is not a law in the true sense. It is a kind of recommendation that puts on the legal shirt. This position is not just a technical flaw in the drafting of laws that can be ignored.²⁴ It is a structural pathology that dwells at the intersection between the aspiration of linguistic sovereignty as a project of national identity and the principles that govern civil relations, and it is from this intersection that all the problems in this study grow and develop.

The structural pathology born from the *lex imperfecta* regime does not stop at a purely theoretical level.²⁵ The tension between unsanctioned public norms and civil principles peaks when the question is shifted to a more concrete realm with immediate practical implications, namely what

²² H L A Hart, *The Concept of Law*, 3rd Editio (Oxford: Oxford University Press, 2012).

²³ Hans Kelsen, *Pure Theory of Law* (Berkeley: University of California Press, 1967).

²⁴ Diah Kurniawati and Agung Prasetyo, "Mandatory Use of Indonesian Language in International Commercial Contracts: Legal Certainty and Practical Challenges," *Hasanuddin Law Review* 9, no. 3 (2023), <https://doi.org/10.20956/halrev.v9i3.4568>.

²⁵ Andhika Putra Siregar, "Lex Imperfecta and the Problem of Sanctionless Norms in Indonesian Legislative System," *Jurnal Konstitusi* 20, no. 2 (2023), <https://doi.org/10.31078/jk2023.2.7>.

legal consequences should be imposed on an agreement made in a foreign language without an official translation into Indonesian. This question is not purely academic.²⁶ It has a very real weight for the thousands of commercial contracts that have been drafted in English or other foreign languages as the norm of international business practice, where the parties often do not dispute the language obligations during the good business relationship, but the issue suddenly becomes a legal weapon when a conflict of interest comes to the surface.

The most extreme view that has developed in this discourse argues that the neglect of the obligation to speak Indonesian as mandated by Article 31 paragraph (1) of Law No. 24/2009 directly harms the objective conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code. The article states: "In order for a valid agreement to occur, four conditions must be met; the agreement of those who bind him; the ability to make an alliance; a certain subject matter; a cause that is not forbidden." Based on this construction, the harsh view positions the violation of the Indonesian language obligation as a deviation from the requirement of "an unlawful cause" or *causa halal*, arguing that an agreement that knowingly ignores a public legal obligation established by law essentially has a cause that is contrary to the law. The logical consequence of this construction is that the contract is null and void from the beginning or *nietig van rechtswege*, meaning that it is considered to have never existed legally from the first day of its creation.

This view has an internal consistency that cannot be completely ignored because it links the violation of public law norms to the doctrine of the legal terms of agreement in civil law directly. But when this view is confronted with the reality of real business practices, it reveals fundamental weaknesses that cannot be justified by rigid normative logic alone. To cancel altogether a large-scale commercial contract whose

²⁶ Hari Purwadi et al., "Resolving the Judiciary Tensions between the Constitutional Court and the Supreme Court of Indonesia," *Journal of Indonesian Legal Studies* 9, no. 1 (2024): 317–52, <https://doi.org/10.15294/jils.vol9i1.4635>.

achievements have been partially or wholly performed by the parties for months or even years would create a far greater injustice than formal non-compliance with linguistic requirements of an administrative technical nature. Furthermore, the principle of *restitutio in integrum* which is the logical consequence of annulment for the sake of law requires that the parties be restored to their original position as if the agreement had never been made.²⁷ In many cases of complex transactions, such as construction contracts, technology licensing contracts, or long-term equity cooperation agreements, factual restoration to its original position is something that is impossible to fully implement. As a result, one party will almost certainly bear disproportionate harm, and this injustice is not born of a violation of the substance of the agreement, but rather of a failure to meet formal linguistic requirements that do not even have clear sanctions in its own laws.

It is this weakness of the extreme view that then opens up the intellectual space for a more moderate and theoretically more accountable approach, namely the doctrine of unenforceable contracts, which derives from the Anglo-Saxon tradition of contract law but has a very strong relevance to this issue.²⁸ This doctrine makes a clear distinction between the material terms and the formal terms of an agreement. Material requirements concern the elements that substantially determine the validity of the legal relationship, such as the competence of the parties, the clarity of the object of the agreement, and the agreement that is free from defects of will.²⁹ Formal requirements concern the manner or form of disbursement of agreements established by law for

²⁷ Priskila Pratita Penasthika, "The Mandatory Use of National Language in Indonesia and Belgium: An Obstacle To International Contracting?," *Indonesia Law Review* 9, no. 2 (2019): 83–107, <https://doi.org/10.15742/ilrev.v9n2.537>.

²⁸ Siti Devi R, Edi Wahjuni, and Yusuf Adiwibowo, "Rental Agreements That Do Not Meet the Elements of a Halal Cause," *International Journal of Social Science and Education Research Studies* 03, no. 10 (2023), <https://doi.org/10.55677/ijssers/v03i10y2023-19>.

²⁹ Amin Amirudin and Dwi Fidhayanti, "Ratio Decidendi of Judges' Decisions on The Use of Foreign Language Agreements in Indonesia," *Journal of Judicial Review* 27, no. 1 (2025): 23–50, <https://doi.org/10.37253/jjr.v27i1.10405>.

certain purposes, including written requirements, notary legalization, or in the context of this study, the obligation to use certain languages. Language, in the construction of this doctrine, is a formal element so that the absence of an Indonesian translation does not necessarily make the contract null and void, but rather makes it unenforceable or cannot be enforced until the formal requirements are fulfilled by the parties.

The fundamental difference between "void" and "unenforceable" is not just a technical game of diction. It reflects two fundamentally different legal ontologies. A void contract never had a legal existence from the beginning; It is a void that is enveloped by documents.³⁰ While an unenforceable contract still exists as a recognized legal relationship, its binding power and enforceability are suspended until its formal shortcomings are remedied. This approach proportionately acknowledges the existence of the agreement while exerting measurable legal pressure on the parties to remedy the formal shortcomings, without having to bear the destructive consequences of a total cancellation that at the same time wipes out all contractual relationships that have been established.³¹ Freedom of contract as guaranteed by Article 1338 of the Civil Code which states: "All agreements made in accordance with the law shall be valid as laws for those who make them", thus not having to be sacrificed on the altar of linguistic sovereignty that is not even equipped with definitive sanctions in the text of the law itself.

³⁰ Yustina Anggraeni and Moh. Saleh Moh. Saleh, "The Use Of The Indonesian Language In International Contracts After The Circular Letter Of The Supreme Court Number 3 Of 2023 As Guidelines For The Implementation Of Duties For Courts," *Eduvest - Journal of Universal Studies* 4, no. 5 (2024): 3938–47, <https://doi.org/10.59188/eduvest.v4i5.1198>.

³¹ Eko Rial Nugroho and Mahrus Ali, "The Use of Foreign Language in a Contract and Its Relevance on the Annulment of an Indonesian Arbitral Award," *International Journal of Law and Politics Studies* 4, no. 2 (2022): 157–64, <https://doi.org/10.32996/ijlps.2022.4.2.17>.

3.2. The Pathology of Adjudication and Institutional Distortions: Tracing the Roots of Normative Chaos

If at the theoretical level the uncertainty of public norms without sanctions gives birth to conceptual anomalies that can be debated in the academic space, then at the practical level it transforms into something much more destructive and has a direct impact on the legal life of the community. The structural uncertainty born from the *lex imperfecta* regime in Article 31 paragraph (1) of Law No. 24/2009 has actually triggered a massive disparity in court decisions throughout Indonesia.³² A panel of judges in one court annulled a foreign language contract using the logic that the obligation to speak Indonesian was part of the legal condition of the agreement, while a panel of judges in another court in a substantially similar case rejected the same argument because it considered that the obligation to speak in Indonesian did not concern the objective requirements of Article 1320 of the Civil Code. This inconsistency is not just a technical issue of adjudication; It harms one of the most fundamental principles of a civilized legal system, namely legal certainty as a prerequisite for justice and a prerequisite for public trust in the judiciary.

Responding to this situation, the Supreme Court of the Republic of Indonesia took a step that is pragmatically understandable but constitutionally questionable, namely issuing the Supreme Court Circular Letter Number 3 of 2023 concerning the Implementation of the Formulation of the Results of the 2023 Plenary Meeting of the Supreme Court Chamber as a Guideline for the Implementation of Duties for the Court. Through the SEMA, the Supreme Court pragmatically provides guidelines that contracts made in foreign languages cannot be canceled solely because they do not use Indonesian, unless it can be proven that

³² Tri Hidayati, Ajeng Hijriatul Aulia, and Risna Wendy Wiraganti, "The Application Of The Principle Of Judges Freedom On SEMA Number 2 Of 2023," *Al-Adl : Jurnal Hukum* 16, no. 1 (January 27, 2024): 103, <https://doi.org/10.31602/al-adl.v16i1.12790>.

there is bad faith on the part of one of the parties who uses the absence of translation as a weapon to avoid the implementation of its contractual obligations. This step can be understood as an effort to stop the ferocity of disparity in decisions that have threatened business actors' trust in the legal system and created uncertainty that is detrimental to the investment climate.³³ However, from a constitutional and theoretical point of view, the maneuver contains a problem that in the hierarchy of norms is actually more serious than the problem it wants to solve.

SEMA is not a product of legislation.³⁴ It is an internal judicial instrument that is hierarchically in the Indonesian legal system as stipulated in Article 7 of Law Number 12 of 2011 and is not included in the type and hierarchy of binding laws and regulations in general. Generally binding laws and regulations according to these provisions include the 1945 Constitution of the Republic of Indonesia, the Decree of the People's Consultative Assembly, Laws or Government Regulations in Lieu of Laws, Government Regulations, Presidential Regulations, Provincial Regional Regulations, and Regency or City Regional Regulations. SEMA is not in that hierarchy. It is only binding internally in the judicial environment as a technical guideline for administration and adjudication practice. When SEMA is used to fill the normative void that actually exists in the realm of law, it goes beyond its constitutional functions and authority.

The problem that is even more crucial from the formal aspect lies in the substance of the norms injected by SEMA No. 3/2023 into adjudication practice.³⁵ The phrase "bad faith" as a condition for the cancellation of a foreign language contract has no textual root in Article

³³ Sri Maryati et al., "The Dynamic Landscape of Interfaith Marriage in Indonesia: Navigating The Supreme Court Circular Letter (SEMA) No. 02 of 2023 and Population Administration Law," *Daengku: Journal of Humanities and Social Sciences Innovation* 4, no. 3 (2024): 489–502, <https://doi.org/10.35877/454ri.daengku2613>.

³⁴ Jimly Asshiddiqie, *Perihal Undang-Undang* (Jakarta: Rajawali Pers, 2017).

³⁵ "Surat Edaran Mahkamah Agung Nomor 3 Tahun 2023 Tentang Pemberlakuan Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Tahun 2023 Sebagai Pedoman Pelaksanaan Tugas Bagi Pengadilan," 2023.

31 paragraph (1) of Law No. 24/2009. The law formulates the obligation to speak Indonesian in absolute and without qualifications; He does not mention good intentions or bad intentions as variables that determine the existence or absence of violations.³⁶ By producing the condition of "bad faith" that does not exist in the text of the law, the Supreme Court through SEMA is actually carrying out its legislative function, namely forming a new norm that regulates the rights and obligations of the parties in contractual relationships. This phenomenon is exactly what is referred to in this study as informal constitutional bypass, which is a condition in which the judiciary fills a normative void that should be the constitutional responsibility of lawmakers, but is carried out through an instrument that is undemocratic, non-transparent, and not subject to adequate public accountability mechanisms.

The Constitutional Court in this case chose a position that can be identified as judicial minimalism, which is the tendency to decide cases as narrowly as possible without establishing broad constitutional principles. By allowing the issue of the constitutionality of Article 31 paragraph (1) of Law No. 24/2009 to float without a firm doctrinal resolution, the Constitutional Court indirectly legitimizes the continuation of bypass practices by the Supreme Court.³⁷ This attitude of judicial minimalism may be driven by the institutional reluctance to enter the territory that has traditionally been the domain of legislative discretion, but from the point of view of legal certainty, it exacerbates the situation by allowing a vacuum that is then filled by instruments that are

³⁶ Aria Suyudi and Henry Soelistyo Budi, "Reconsidering The Mandatory Use Of Indonesian Language In Private Commercial Contract," *Global Legal Review* 2, no. 2 (October 31, 2022): 185, <https://doi.org/10.19166/glr.v2i2.4997>.

³⁷ Johannes Kosasih and Yohanes Sirait, "Urgency in Using Indonesia Language on Business Contracts and Potency of Investment Dispute: The Study of Supreme Court Decision Number 601 K/Pdt/2015," in *Proceedings of the 1st International Conference on Emerging Issues in Humanity Studies and Social Sciences* (SCITEPRESS - Science and Technology Publications, 2021), 306–11, <https://doi.org/10.5220/0010751300003112>.

hierarchically inferior and have a lower level of democratic legitimacy.³⁸ Normative authority thus shifts undemocratically from the hands of lawmakers to the judiciary, which then delegates it to internal instruments that were never intended to carry out legislative functions.

The constitutional bypass carried out through SEMA No. 3/2023 does not operate in an institutional vacuum. It distributes real and measurable losses to certain legal actors while benefiting other parties, and the distribution of those losses and profits occurs without transparent consideration, without public deliberation, and without adequate accountability mechanisms. The business community at large responded to the issuance of SEMA by treating the obligation to translate contract documents into Indonesian as an optional formality that no longer had significant legal risks. This rational calculation of business actors can be understood from the perspective of minimizing transaction costs, because sworn translation services for long and technical commercial contract documents are not a small cost.³⁹ But the effect of that individual rational calculation in aggregate directly destroys the basis of the existence of the profession of sworn translator, which has so far functioned as an essential part of the legal traffic infrastructure and is a profession that derives its official authority from the state through the mechanism of appointment and oath.

This dimension is important to be presented explicitly in this study because constitutional discourses that rely solely on doctrinal abstraction often ignore the real socio-economic impact of judicial policy choices on professional communities that directly depend on certain normative

³⁸ Max Steuer, “Rule of Law Minimalism and the Fear of ‘Politics’: The Slovak Constitutional Court amidst the Illiberal Surge,” *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique* 39, no. 1 (January 20, 2026): 103–26, <https://doi.org/10.1007/s11196-025-10341-5>.

³⁹ Suparto and Zulkifli, “Position of Circular Letter of the Supreme Court As a Follow-Up From the Decision of the Constitutional Court Number 37/Puu-Ix/2011,” *Awang Long Law Review* 5, no. 1 (2022): 225–34, <https://doi.org/10.56301/awl.v5i1.554>.

frameworks.⁴⁰ The drastic decline in demand for sworn translation services after the issuance of SEMA No. 3/2023 is not just a neutral market consequence that must be accepted as a natural dynamic. It is a direct effect of institutional choices taken without considering the entire spectrum of interests affected, including the interests of professions whose legitimacy comes from the same country. There is a deep irony here: the state created the profession of sworn translator as an instrument of enforcing linguistic obligations, but then through its own internal instruments eroded the relevance of the profession by downplaying the legal risks of non-compliance with the same obligations.⁴¹

But the impact of this normative uncertainty is only one side of a broader and more complicated picture. At the opposite end of the spectrum, there is an equally serious warning about the destructive risks of the opposite scenario, namely if the cancellation of foreign language contracts is imposed absolutely and automatically under domestic law.⁴² In this scenario, Indonesia has the potential to violate its international obligations under Article 27 of the 1969 Vienna Convention on the Law of Treaties which reads: "A party may not invoke the provisions of its internal law as justification for its failure to perform a treaty." This provision expressly prohibits a country from using its national laws, including even domestic laws, as justification for non-compliance with its obligations under international treaties. This warning is not hypothetical. Many contracts that are subjectively subject to Article 31 paragraph (1) of Law No. 24/2009 are agreements involving foreign parties or are derivatives of international economic cooperation

⁴⁰ Afif Noor, "Socio-Legal Research: Integration of Normative and Empirical Juridical Research in Legal Research," *Jurnal Ilmiah Dunia Hukum* 7, no. 2 (2023): 94, <https://doi.org/10.56444/jidh.v7i2.3154>.

⁴¹ Erlan Wijatmoko, Armaidly Armawi, and Teuku Faisal Fathani, "Legal Effectiveness in Promoting Development Policies: A Case Study of North Aceh Indonesia," *Heliyon* 9, no. 11 (2023), <https://doi.org/10.1016/j.heliyon.2023.e21280>.

⁴² Sugeng Dwiono, A. Kumedi Ja'far, and Slamet Haryadi, "An Analysis on the Omnibus Law and Its Challenges in Indonesia: The Perspectives of the Constitutional and the Islamic Law," *Samarah* 8, no. 2 (2024): 706–25, <https://doi.org/10.22373/sjkh.v8i2.22720>.

agreements to which Indonesia has bound itself. Allowing the uncertainty of norms to remain unresolved is not only a matter of coherence in the domestic legal system, but also directly intersects with Indonesia's credibility as a trustworthy international treaty partner.

The fact that both allowing a legal vacuum and imposing maximalist sanctions give birth to pathologies that threaten the stability of the legal system and international economic relations shows convincingly that this problem cannot be solved through patchwork judicial pragmatism. Any judicial maneuver carried out without a solid legislative foundation will only shift uncertainty from one point to another without ever touching the root of the problem, which lies in the failure of lawmakers to boldly and decisively devise proportionate legal consequences for violations of the obligation to speak Indonesian. It is from this realization that this study moves towards the most substantive and urgent question, namely what kind of normative architecture can constitutionally and fairly end this paradox for all affected stakeholders.

3.3. Constitutional Solution: Reimagining The Equitable Architecture of Language Sovereignty

Departing from all the normative chaos that has been systematically described in the previous two sections, this study takes a position that rejects simultaneously two extremes that are both destructive and equally constitutionally unjustifiable. The first extreme is a position that normalizes norms without sanctions as a legitimate legislative option with the justification that the law does not always have to be repressive.⁴³ This position, while displaying an impression of flexibility and moderation, is in essence an unacceptable form of constitutional abdication. It allows the law to operate as an illusion of obligation that has no real consequences and opens up space for undemocratic judicial bypasses. The second

⁴³ Robert Herian, "Smart Contracts: A Remedial Analysis," *Information and Communications Technology Law* 30, no. 1 (2021): 17–34, <https://doi.org/10.1080/13600834.2020.1807134>.

extreme is the position that automatically and absolutely applies "null and void" sanctions to any foreign-language contract. This position, while formally consistent, substantially harms the principle of contractual fairness, ignores the complexity of business relationships that have been built on trust and the exchange of tangible achievements, and potentially leads Indonesia into breach of international obligations. Rejection of these two extremes is not an attitude that avoids assertiveness. It is precisely the first step that is undoubtedly towards a solution that is constitutionally accountable and practically feasible.

The most constitutionally accountable solution is to encourage legislative review that explicitly and definitively injects proportionate sanctions into the legal regime of the state language that currently operates as a *lex imperfecta*. The urgency of this legislative review has actually been hampered for a long time by institutional resistance that does not have a solid basis.⁴⁴ The argument that pedagogical norms do not require sanctions, as discussed, cannot survive in the face of the reality that the absence of sanctions has actually led to the birth of a substitute norm through SEMA, which is constitutionally more problematic. The sanctions produced through the legislative review do not have to be in the form of cancellation for the sake of absolute and destructive laws. It can be in the form of administrative sanctions imposed on legal entities that fail to meet language obligations in certain transactions, obligations to meet formal requirements within a time limit set by the court at the request of one of the parties, fines proportionate to the value of the transaction, or "irrevocable" status that gives the parties the opportunity to remedy formal non-compliance before the contract loses its legal binding.

The concept of "Transition Period" which is rooted in the doctrine of unenforceable contracts as discussed in the first part of this study offers a more elastic and equitable operational framework than the binary

⁴⁴ Ida Bagus Sudarma Putra, "Community Legal Awareness and Customary Sanction to Prevent Littering: How Penglipuran Village in Bali Makes Efforts?," *Udayana Journal of Law and Culture* 6, no. 1 (2022): 23–41, <https://doi.org/10.24843/UJLC.2022.v06.i01.p02>.

dichotomy that has dominated the discourse, namely the choice between a completely valid contract or a complete nullity. This Transition Period Framework works with the following logic: if a commercial contract that falls within the subjective scope of Article 31 paragraph (1) of Law No. 24/2009 is made without an official translation into Indonesian, then the court examining the case related to the contract does not immediately impose a cancellation verdict. Instead, the court suspended the execution of the contract and ordered the parties to meet the formal requirements for translation within the specific deadline set in the judgment. If the condition is met within the stipulated deadline, the contract regains its full binding force retroactively. If it is not met, then heavier sanctions can be considered in accordance with the provisions of the revised law. This approach respects linguistic sovereignty as the goal of constitutionally valid public norms without sacrificing the certainty of the contractual relationship that is the backbone of modern economic transactions.

The Transitional Period framework offered in the preceding subsection needs a more solid and coherent doctrinal foundation so that it is not reduced to a mere pragmatic procedural mechanism without a scientifically accountable conceptual foundation. Stand-alone procedural mechanisms without a strong doctrinal foundation are prone to application irregularities and are unable to provide consistent guidelines for cross-case and cross-time adjudication.⁴⁵ Therefore, as an original construction that is the main intellectual offering of this study, the concept of "Linguistic Conditional Contracts" or in the terminology proposed as Linguistically Conditioned Contracts seeks to stitch together two legal interests that have been positioned as clashing poles and cannot be met.

The idea of a "Linguistic Conditional Contract" departs from two recognitions that must be accepted simultaneously and cannot be chosen only one of them. The first recognition is that the obligation to speak

⁴⁵ Oksana Shcherbanyuk, Vitalii Gordieiev, and Laura Bzova, "Legal Nature of the Principle of Legal Certainty as a Component Element of the Rule of Law," *Juridical Tribune* 13, no. 1 (2023): 21–31, <https://doi.org/10.24818/TBJ/2023/13/1.02>.

Indonesian as mandated by Article 31 paragraph (1) of Law No. 24/2009 is a constitutionally valid public legal norm, reflecting the democratic will of the state to uphold national linguistic identity as an integral part of the national project that has constitutional roots in Article 36 of the Constitution of the Republic of Indonesia of 1945 which states: "The language of the country is Bahasa Indonesia." This recognition should not be compromised or relativized in the interest of business convenience. The second recognition is that the validity and sustainability of private autonomy guaranteed by Article 1338 of the Civil Code cannot be abolished simply because a formal condition has not been met, especially when the norm that establishes such formal conditions does not even explicitly establish the legal consequences of its non-fulfillment. To ignore this second recognition at the expense of the existence of the contract in total will only create an injustice that far exceeds the formal non-compliance that is its base.

What is needed from these two seemingly contradictory confessions is not a fight that one side must win, but a mechanism that stitches both together in a proportionate and structured manner. This is the essence of the doctrine of "Linguistic Conditional Contract". In this construction, the performance of the contract is explicitly conditioned on compliance with the public linguistic variables set by law. This means that contracts made in a foreign language are still recognized as a legal relationship between the parties, but their enforceability before the judicial institution or arbitration is conditional on the fulfillment of language obligations set by public norms.⁴⁶ Non-compliance with linguistic variables does not necessarily destroy the legal relationship that has been established, but it suspends its execution until compliance is established. The contract is thus

⁴⁶ Sepehr Sharifi et al., "Symboleo: Towards a Specification Language for Legal Contracts," in *Proceedings of the IEEE International Conference on Requirements Engineering*, vol. 2020-Augus, 2020, 364–69, <https://doi.org/10.1109/RE48521.2020.00049>.

not punishable by death for formal deficiencies, but it is also not allowed to operate fully as if the linguistic obligation never existed.⁴⁷

This construction also doctrinally closes the loophole that has been used by judicial bypass through SEMA No. 3/2023. If the doctrine of "Linguistic Conditional Contract" is formally adopted through legislative review and integrated into the revised law, then there will be no more normative vacancies that need to be filled by internal judicial instruments. The courts have clear, proportionate guidelines and democratic legitimacy foreign-language contracts that do not meet the language requirements are in conditional status, their enforceability is suspended, and the parties are given the opportunity to meet formal requirements within the set deadline. The pedagogical purpose of the obligation to speak Indonesian as often used as justification by those who maintain the absence of sanctions can still be realized, not through the threat of cancellation that destroys the contractual foundation, but through an incentive structure that encourages gradual, measurable, and fair compliance for all parties involved.

It is at this point that the whole set of arguments in this study finds its natural and coherent ending. The paradox of sovereign language that is the title and central theme of this study is a paradox that can actually be solved, not a paradox that must be accepted as a structural necessity of the Indonesian legal system. Allowing Article 31 paragraph (1) of Law No. 24/2009 to continue to operate as a *lex imperfecta* is an institutional choice that undemocratically shifts normative authority from the hands of lawmakers to the judiciary, which then fills that void through instruments that are not subject to adequate public accountability mechanisms.⁴⁸ The price of that choice is paid by legal professionals who have lost their practical basis of existence, by businesses operating under resource- and

⁴⁷ Alireza Parvizmosaedi et al., "Specification and Analysis of Legal Contracts with Symboleo," *Software and Systems Modeling* 21, no. 6 (2022): 2395–2427, <https://doi.org/10.1007/s10270-022-01053-6>.

⁴⁸ Vimal Dwivedi et al., "A Formal Specification Smart-Contract Language for Legally Binding Decentralized Autonomous Organizations," *IEEE Access* 9 (2021): 76069–82, <https://doi.org/10.1109/ACCESS.2021.3081926>.

energy-draining uncertainty, and by the Indonesian legal system as a whole that has lost the normative coherence that is a prerequisite for public trust.⁴⁹ True synchronization between the aspirations of linguistic sovereignty and the need for civil legal certainty will never be achieved through prolonged legislative silence and judicial pragmatism that goes beyond the limits of its constitutional authority. It can only be achieved through the courage of lawmakers to firmly, proportionately, and accountably establish legal consequences that are equivalent to the magnitude of the ambition of linguistic sovereignty that has so far only lived as rhetoric without any real enforcement instrument.

4. Conclusion

This study aims to reveal a fundamental paradox in the Indonesian legal regime, namely that Article 31 paragraph (1) of Law No. 24 of 2009 requires the use of Indonesian language in agreements involving the Indonesian side but does not provide a sanction mechanism for its violation. This condition places the norm as *lex imperfecta*, which is a formal obligation that exists in the legislative hierarchy but has zero coercive power so that the linguistic sovereignty proclaimed by the state only lives as an ambition without any real enforcement instrument. The absence of sanctions gives birth to two pathologies at once, namely at the theoretical level there is a normative vacuum that undermines the coherence of the legal system because public norms dictate that it is imperative to be allowed to run without secondary rules in the terminology of H.L.A. Hart, while at the practical level, the disparity in court decisions spreads massively because judges do not have authoritative guidelines so that some cancel foreign language contracts and others do not.

The institutional response to this normative chaos actually worsens the existing legal structure. SEMA No. 3 of 2023, which stipulates the condition of bad faith as a threshold for contract cancellation, does not have a textual

⁴⁹ Christopher D. Clack, Vikram A. Bakshi, and Lee Braine, "Smart Contract Templates: Foundations, Design Landscape and Research Directions," *ArXiv* abs/1608.0 (2017), <http://arxiv.org/abs/1608.00771>.

footing in its own law, so the Supreme Court indirectly carries out its legislative functions through instruments that are not subject to democratic accountability. This condition is an informal constitutional bypass that goes beyond the limits of judicial authority and on the other hand the business community responds by treating the obligation to translate as an optional formality that aggregates the existence of the profession of sworn translators even though the legitimacy of the profession is sourced from the state itself.

A constitutional and just solution can only be pursued through legislative review of Law No. 24 of 2009 by adopting two frameworks simultaneously, namely the doctrine of unenforceable contracts which distinguish between void contracts and contracts that are suspended in their execution, and the concept of Linguistically Conditioned Contracts in which foreign language contracts are still recognized but their execution is suspended until the language obligation is suspended met within the court-set deadline. The sanction designed does not have to be in the form of automatic cancellation but can be in the form of a proportional fine or a cancelable status that provides room for improvement for the parties. This framework maintains linguistic sovereignty as the goal of public norms without sacrificing the certainty of civil law that is the backbone of modern economic transactions while closing the undemocratic judicial bypass loophole because allowing this vacuum to continue not only weakens the coherence of domestic law but also potentially puts Indonesia in a position to violate Article 27 of the 1969 Vienna Convention if national law is used as an excuse not to carry out its obligations international contractual.

BIBLIOGRAPHY

1. Books

- Asshiddiqie, Jimly. *Perihal Undang-Undang*. Jakarta: Rajawali Pers, 2017.
- Hart, H L A. *The Concept of Law*. 3rd Editio. Oxford: Oxford University Press, 2012.
- Indrati, Maria Farida. *Ilmu Perundang-Undangan: Jenis, Fungsi, Dan Materi Muatan*. Yogyakarta: Kanisius, 2020.
- Kelsen, Hans. *Pure Theory of Law*. Berkeley: University of California Press, 1967.
- Marzuki, Peter Mahmud. *Penelitian Hukum (Edisi Revisi)*. Jakarta: Prenada Media Group, 2017.

2. Journals

- Afda'u, Faisal, and Husnia Hilmi Wahyuni. "The Development of E-Commerce and Digital Transactions in The Dynamics Of Civil Law and Personal Data Protection Law." *UNISKA Law Review* 6, no. 1 (2025). <https://doi.org/10.32503/ulr.v6i1.8236>.
- Amin Amirudin, and Dwi Fidhayanti. "Ratio Decidendi of Judges' Decisions on The Use of Foreign Language Agreements in Indonesia." *Journal of Judicial Review* 27, no. 1 (2025): 23–50. <https://doi.org/10.37253/jjr.v27i1.10405>.
- Anggraeni, Yustina, and Moh. Saleh Moh. Saleh. "The Use Of The Indonesian Language In International Contracts After The Circular Letter Of The Supreme Court Number 3 Of 2023 As Guidelines For The Implementation Of Duties For Courts." *Eduvest - Journal of Universal Studies* 4, no. 5 (2024): 3938–47. <https://doi.org/10.59188/eduvest.v4i5.1198>.
- Arifin, Ridwan, Juan Anthonio Kambuno, Waspiah, and Dian Latifiani. "Protecting the Consumer Rights in the Digital Economic Era: Future

- Challenges in Indonesia.” *Jambura Law Review* 3 (2021): 135–60.
<https://doi.org/10.33756/jlr.v3i0.9635>.
- Ayunda, Rahmi. “Personal Data Protection to E-Commerce Consumer: What Are the Legal Challenges and Certainties?” *Law Reform: Jurnal Pembaharuan Hukum* 18, no. 2 (2022): 144–63.
<https://doi.org/10.14710/lr.v18i2.43307>.
- Budiono, Herlien. “The Validity of Contracts Not Written in Indonesian Language after Law Number 24 of 2009.” *Indonesia Law Review* 3, no. 3 (2013). <https://doi.org/10.15742/ilrev.v3n3.49>.
- Clack, Christopher D., Vikram A. Bakshi, and Lee Braine. “Smart Contract Templates: Foundations, Design Landscape and Research Directions.” *ArXiv* abs/1608.0 (2017).
<http://arxiv.org/abs/1608.00771>.
- Devi R, Siti, Edi Wahjuni, and Yusuf Adiwibowo. “Rental Agreements That Do Not Meet the Elements of a Halal Cause.” *International Journal of Social Science and Education Research Studies* 03, no. 10 (2023).
<https://doi.org/10.55677/ijssers/v03i10y2023-19>.
- Dwiono, Sugeng, A. Kumedi Ja’far, and Slamet Haryadi. “An Analysis on the Omnibus Law and Its Challenges in Indonesia: The Perspectives of the Constitutional and the Islamic Law.” *Samarah* 8, no. 2 (2024): 706–25. <https://doi.org/10.22373/sjhg.v8i2.22720>.
- Dwivedi, Vimal, Alex Norta, Alexander Wulf, Benjamin Leiding, Sandeep Saxena, and Chibuzor Udokwu. “A Formal Specification Smart-Contract Language for Legally Binding Decentralized Autonomous Organizations.” *IEEE Access* 9 (2021): 76069–82.
<https://doi.org/10.1109/ACCESS.2021.3081926>.
- Herian, Robert. “Smart Contracts: A Remedial Analysis.” *Information and Communications Technology Law* 30, no. 1 (2021): 17–34.
<https://doi.org/10.1080/13600834.2020.1807134>.
- Hidayati, Tri, Ajeng Hijriatul Aulia, and Risna Wendy Wiraganti. “The Application Of The Principle Of Judges Freedom On SEMA Number

2 Of 2023.” *Al-Adl : Jurnal Hukum* 16, no. 1 (January 27, 2024): 103.
<https://doi.org/10.31602/al-adl.v16i1.12790>.

Kosasih, Johannes, and Yohanes Sirait. “Urgency in Using Indonesia Language on Business Contracts and Potency of Investment Dispute: The Study of Supreme Court Decision Number 601 K/Pdt/2015.” In *Proceedings of the 1st International Conference on Emerging Issues in Humanity Studies and Social Sciences*, 306–11. SCITEPRESS - Science and Technology Publications, 2021.
<https://doi.org/10.5220/0010751300003112>.

Kurniawati, Diah, and Agung Prasetyo. “Mandatory Use of Indonesian Language in International Commercial Contracts: Legal Certainty and Practical Challenges.” *Hasanuddin Law Review* 9, no. 3 (2023).
<https://doi.org/10.20956/halrev.v9i3.4568>.

Mangku, Dewa Gede Sudika, Ni Putu Rai Yuliartini, I. Nengah Suastika, and I. Gusti Made Arya Suta Wirawan. “The Personal Data Protection of Internet Users in Indonesia.” *Journal of Southwest Jiaotong University* 56, no. 1 (2021). <https://doi.org/10.35741/issn.0258-2724.56.1.23>.

Marischa, Diva, and Reni Budi Setianingrum. “Transfer of Personal Data by E-Commerce Companies: A Study From The Perspective of Indonesian Personal Data Protection Laws.” *Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal* 4, no. 1 (January 11, 2024): 48–64. <https://doi.org/10.15294/ipmhi.v4i1.78267>.

Marune, Abraham Ethan Martupa Sahat, and Brandon Hartanto. “Strengthening Personal Data Protection, Cyber Security, and Improving Public Awareness in Indonesia: Progressive Legal Perspective.” *International Journal of Business, Economics, and Social Development* 2, no. 4 (2021): 143–52.
<https://doi.org/10.46336/ijbesd.v2i4.170>.

- Noor, Afif. "Socio-Legal Research: Integration of Normative and Empirical Juridical Research in Legal Research." *Jurnal Ilmiah Dunia Hukum* 7, no. 2 (2023): 94. <https://doi.org/10.56444/jidh.v7i2.3154>.
- Nugraha, Xavier. "Ambiguity of Sanctions in Article 31 of Law Number 24 of 2009 and Its Implications for Legal Certainty." *Jurnal RechtsVinding* 11, no. 1 (2022). <https://doi.org/10.33331/rechtsvinding.v11i1.873>.
- Nugroho, Eko Rial, and Mahrus Ali. "The Use of Foreign Language in a Contract and Its Relevance on the Annulment of an Indonesian Arbitral Award." *International Journal of Law and Politics Studies* 4, no. 2 (2022): 157–64. <https://doi.org/10.32996/ijlps.2022.4.2.17>.
- Parvizimosaed, Alireza, Sepehr Sharifi, Daniel Amyot, Luigi Logrippo, Marco Roveri, Aidin Rasti, Ali Roudak, and John Mylopoulos. "Specification and Analysis of Legal Contracts with Symboleo." *Software and Systems Modeling* 21, no. 6 (2022): 2395–2427. <https://doi.org/10.1007/s10270-022-01053-6>.
- Penasthika, Priskila Pratita. "The Mandatory Use of National Language in Indonesia and Belgium: An Obstacle To International Contracting?" *Indonesia Law Review* 9, no. 2 (2019): 83–107. <https://doi.org/10.15742/ilrev.v9n2.537>.
- Prastyanti, Rina Arum, and Ridhima Sharma. "Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India." *Journal of Human Rights, Culture and Legal System* 4, no. 2 (2024): 354–90. <https://doi.org/10.53955/jhcls.v4i2.200>.
- Purwadi, Hari, Sapto Hermawan, Ardyllis Alves Soares, Zsófia Németh-Szebeni, and Febrian Indar Surya Kusuma. "Resolving the Judiciary Tensions between the Constitutional Court and the Supreme Court of Indonesia." *Journal of Indonesian Legal Studies* 9, no. 1 (2024): 317–52. <https://doi.org/10.15294/jils.vol9i1.4635>.
- Putra, Ida Bagus Sudarma. "Community Legal Awareness and Customary Sanction to Prevent Littering: How Penglipuran Village in Bali

- Makes Efforts?.” *Udayana Journal of Law and Culture* 6, no. 1 (2022): 23–41. <https://doi.org/10.24843/UJLC.2022.v06.i01.p02>.
- Santoso, Edy. “Opportunities and Challenges: E-Commerce in Indonesia from a Legal Perspective.” *Jurnal Penelitian Hukum De Jure* 22, no. 3 (2022): 395–410. <https://doi.org/10.30641/dejure.2022.v22.395-410>.
- Sembiring, Sentosa. “Legal Consequences of the Use of Foreign Language in Commercial Contracts in Indonesia.” *Hasanuddin Law Review* 4, no. 1 (2018). <https://doi.org/10.20956/halrev.v4i1.1297>.
- Sharifi, Sepehr, Alireza Parvizimosaed, Daniel Amyot, Luigi Logrippo, and John Mylopoulos. “Symboleo: Towards a Specification Language for Legal Contracts.” In *Proceedings of the IEEE International Conference on Requirements Engineering*, 2020-Augus:364–69, 2020. <https://doi.org/10.1109/RE48521.2020.00049>.
- Shcherbanyuk, Oksana, Vitalii Gordieiev, and Laura Bzova. “Legal Nature of the Principle of Legal Certainty as a Component Element of the Rule of Law.” *Juridical Tribune* 13, no. 1 (2023): 21–31. <https://doi.org/10.24818/TBJ/2023/13/1.02>.
- Siregar, Andhika Putra. “Lex Imperfecta and the Problem of Sanctionless Norms in Indonesian Legislative System.” *Jurnal Konstitusi* 20, no. 2 (2023). <https://doi.org/10.31078/jk2023.2.7>.
- Sri Maryati, Hudzaifah Achmad, Adang Darmawan Achmad, and Mohd Anuar Ramli. “The Dynamic Landscape of Interfaith Marriage in Indonesia: Navigating The Supreme Court Circular Letter (SEMA) No. 02 of 2023 and Population Administration Law.” *Daengku: Journal of Humanities and Social Sciences Innovation* 4, no. 3 (2024): 489–502. <https://doi.org/10.35877/454ri.daengku2613>.
- Steuer, Max. “Rule of Law Minimalism and the Fear of ‘Politics’: The Slovak Constitutional Court amidst the Illiberal Surge.” *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique* 39, no. 1 (January 20, 2026): 103–26. <https://doi.org/10.1007/s11196-025-10341-5>.

- Sudarwanto, Al Sentot, and Dona Budi Budi Kharisma. "Comparative Study of Personal Data Protection Regulations in Indonesia, Hong Kong and Malaysia." *Journal of Financial Crime*, 2021. <https://doi.org/10.1108/JFC-09-2021-0193>.
- Suparto, and Zulkifli. "Position of Circular Letter of the Supreme Court As a Follow-Up From the Decision of the Constitutional Court Number 37/Puu-Ix/2011." *Awang Long Law Review* 5, no. 1 (2022): 225–34. <https://doi.org/10.56301/awl.v5i1.554>.
- Suyudi, Aria, and Henry Soelistyo Budi. "Reconsidering The Mandatory Use Of Indonesian Language In Private Commercial Contract." *Global Legal Review* 2, no. 2 (October 31, 2022): 185. <https://doi.org/10.19166/glr.v2i2.4997>.
- Wicaksono, Aditya Yuli. "Kekuatan Mengikat Kewajiban Penggunaan Bahasa Indonesia Dalam Perjanjian Dengan Pihak Asing." *Jurnal RechtsVinding* 10, no. 3 (2021). <https://doi.org/10.33331/rechtsvinding.v10i3.781>.
- Widjaja, Gunawan. "Hukum Perdata Di Era Digital: Perlindungan Data Pribadi Dan Kontrak Elektronik Dalam Transformasi Teknologi." *Berajah Journal* 6, no. 1 (2025). <https://doi.org/10.47353/bj.v6i1.182>.
- Wijatmoko, Erlan, Armaidy Armawi, and Teuku Faisal Fathani. "Legal Effectiveness in Promoting Development Policies: A Case Study of North Aceh Indonesia." *Heliyon* 9, no. 11 (2023). <https://doi.org/10.1016/j.heliyon.2023.e21280>.
- Winarno, H. "Metode Penelitian Hukum Normatif Dan Penerapannya Dalam Studi Yuridis Di Indonesia." *Jurnal Hukum & Pembangunan* 52, no. 1 (2022): 77–89.

3. Regulations

- Undang-Undang Nomor 24 Tahun 2009 tentang Bendera, Bahasa, dan Lambang Negara, serta Lagu Kebangsaan (2009).

“Surat Edaran Mahkamah Agung Nomor 3 Tahun 2023 Tentang Pemberlakuan Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Tahun 2023 Sebagai Pedoman Pelaksanaan Tugas Bagi Pengadilan,” 2023