

Juridical Review of Force Majeure Clause in Credit Bank Agreements when Covid-19 Disaster

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Abstract. *The Covid-19 pandemic has occurred since the beginning of 2020 which has had an impact on various sectors of human life, both health, social and economic. One of the sectors most affected by the COVID-19 pandemic is banking due to the large number of non-performing loans during the pandemic. Based on this situation, the government issued Presidential Decree no. 12 of 2020 concerning the Determination of Non-Natural Disasters for the spread of covid-19. Based on this background, the problems in this study will raise the juridical study of whether the covid-19 pandemic can be said to be force majeure and its juridical implications in bank credit agreements. The purpose of this study is to find out the juridical basis of whether COVID-19 can be used as an excuse for force majeure in bank credit agreements. The research method used is empirical normative with primary data sources through interviews at Bank Jateng and secondary data in the form of legal materials. Data collection techniques with interviews and literature study. The results of the study show that the Covid-19 pandemic, although as a non-natural disaster that meets the force majeure clause, does not necessarily become a reason for canceling the debtor's obligations in the credit agreement because it is not mentioned in the agreement regarding the Covid-19 pandemic condition and also the condition of the Covid-19 pandemic is a force.*

Keywords: Bank; Credit; Covid-19; Pandemic.

1. Introduction

In practice, an agreement does not always carry out its aims and objectives in accordance with the agreement. The intent and purpose of the agreement that is not implemented can be called a breach of contract. Salim HS stated¹, default is not fulfilling or negligent in carrying out obligations as stated specified in an agreement made between a creditor and a debtor. There are 3 (three) types of defaults, namely: 1) The debtor does not fulfill the engagement at all; 2) The debtor is late in fulfilling the engagement; 3) The debtor is wrong or does not deserve to fulfill the engagement. Apart from these three things or from the debtor, the occurrence of default can also occur because there is a force majeure condition².

The juridical rules regarding Force majeure are regulated in Article 1244, Article 1245 and Article 1545 of the Civil Code. Force majeure is a condition that occurs after an agreement is made that prevents the debtor from fulfilling his performance, which generally results in an event where a person cannot perform his obligations due to events beyond his reach to avoid the event. The debtor cannot be blamed in the event of force majeure and does not have to bear the risks that arise. Furthermore, force majeure can be used as a reason for the debtor to be released from the obligation to pay compensation³.

The force majeure clause in an agreement can provide protection to the debtor if he suffers a loss caused by unexpected events or things beyond his control, even though force majeure cannot necessarily be used as an excuse by the debtor to take refuge from a coercive situation just because he wants to run from responsibility to fulfill the agreement. Purwahid Patrik stated that there are three (3) conditions for force majeure to apply, namely⁴:

(1) there must be obstacles to fulfilling their obligations; (2) the obstruction is not due to the debtor's fault; (3) is not caused by a situation that is a risk to the debtor. As for the forms of force majeure, including natural disasters, riots, fires, wars, epidemics, terrorism, sabotage, military coups, and so on.

¹ Salim H,S, 2006, *Pengantar Hukum Perdata Tertulis (BW)*, Sinar Grafika, Jakarta, p.30 and Salim H.S, 2015, *Hukum Kontrak Perjanjian, Pinjaman, dan Hibah*, Sinar Grafika, Jakarta, p.180

² Laras Sutrawaty, 2013, "Force Majeure Sebagai Alasan Tidak Dilaksanakan Suatu Kontrak Ditinjau Dari Perspektif Hukum Perdata", *Jurnal Legal Opinion*, Universitas Tadulako, Palu

³ Ong Argo Victoria, (2018) *Waqf Al-Nuqūd In Indonesia (In Law Perspective)*, Jurnal Pembaharuan Hukum Vol 5, No 1 Universitas Sultan Agung, <http://jurnal.unissula.ac.id/index.php/PH/article/view/2999>

⁴ Alam, Bahrul., & Khisni, Akhmad. (2020). Legal Protection of Holders of Land Loss Data In The City Land Office of Kendari. *JURNAL AKTA*: Vol.7, No. 2, 159-164. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/7963>

At the end of 2019, precisely in December, the world was shocked by the discovery of a corona virus infection in the city of Wuhan, China⁵. The infection that occurs from the Corona virus is called Corona Virus Disease 2019 (COVID-19). This COVID-19 then spread to other countries quickly, which then resulted in local transmission so that it was designated a global pandemic by World Health *Organization* (WHO) on March 11, 2020. To date, 218 countries have been infected with COVID-19.

The COVID-19 pandemic that has hit almost all countries in the world, including Indonesia, has had a serious impact on human life. This pandemic has not only impacted the health sector, but has also caused a multi-dimensional crisis that has impacted almost all sectors, including the community's economy. In Indonesia itself, quoted from the covid19.go.id page, this virus has infected 336,716 Indonesian citizens and caused the death of 11,935 residents. In addition to having an impact on health, this global pandemic also has a negative impact on the economic sector. The Organization for Economic Co-operation and Development (OECD) stated that global economic growth could be the worst since 2009. The OECD estimates that world economic growth this year will be around 2.4%, down from 2.9% in 2019 before the covid-19 pandemic⁶.

This pandemic also had a negative impact on national economic growth in Indonesia in the second quarter of 2020. The Indonesian economy in the second quarter of 2020 experienced a contraction of 5.32% after growing 2.97% in the first quarter of 2020. This shrinkage was in line with the weakening global economy originating from the COVID-19 pandemic as well as countermeasures in the form of large-scale social restrictions to break the chain of domestic transmission. The Institute for Development of Economic Finance (INDEF) stated that the COVID-19 pandemic is predicted to cause supply-demand shocks which include, a decrease in the production of goods - a decrease in income - a wave of layoffs - a decrease in purchasing power - a decrease in the demand for goods. The survey results of the LIPI Population Research Center stated that 39.4% of businesses had stopped, and 57.1% of businesses experienced a decline in production, only 3.5% were not affected. Such default conditions occur on a massive scale and occur in almost all business sectors. The decrease in turnover due to the reduced demand, from a civil law perspective, in particular the agreement will have an impact on the ability to pay debtors to creditors, it can even result in default for debtors or even bankruptcy. This condition also has the potential to cause the implementation of a debtor's

⁵ Arrohim, Mohammad B., & Wahyuningsih, Sri Endah. (2020). Analysis of Judicial Application of Criminal Penalty Against Notary / Land Deed Officials Conducting Making Crime of the Fake Authentic Deed in State Court of Semarang. *JURNAL AKTA*: Vol.7, No. 2, 183-188. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/7891>

⁶ Ibid.

achievement to be hampered or stopped altogether because the business is not running smoothly⁷.

In order to save the national economy, the government has made various policies as a legal umbrella for handling the COVID-19 pandemic in Indonesia, one of which is issuing Government Regulation in Lieu of Act No. 1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the 2019 Corona Virus Disease (COVID-19) Pandemic and Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (COVID-19). Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (COVID-19).

The COVID-19 pandemic, which has been categorized as a non-natural national disaster, has become a point of debate between business actors who are bound by business contracts. Debtors who have contractual obligations use the pandemic situation as an excuse to free themselves from their obligations to fulfill achievements, there are even some business actors who use the pandemic situation as a reason for canceling existing contracts. Especially after the issuance of Presidential Decree no. 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (COVID-19). The issuance of this regulation has made some people think that the COVID-19 pandemic can be used as an excuse for force majeure for debtors⁸.

An in-depth analysis of whether the global COVID-19 pandemic can be qualified as force majeure is important because, as mentioned above, the importance of an agreement is to ensure the exchange of interests, namely rights and obligations, takes place proportionally for both parties, so that a contractual relationship occurs and mutually beneficial.

2. Research Methods

The type of research used in this research was the empirical normative method. The empirical normative method was a legal research method regarding the application of normative legal provisions in the form of laws or contracts in action on every particular legal event that occurs in society. The data in this study used primary and secondary data.

⁷ Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>

⁸ A Chuasanga, Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia Dan Thailand*, *Jurnal Daulat Hukum*, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>

3. Results and Discussion

An agreement to form a private entity between the two parties, where each party has a juridical right to demand implementation and compliance with restrictions that have been agreed upon by the other party voluntarily. Such circumstances may occur due to default, coercion, error, fraudulent acts, or coercive circumstances known as force majeure or in the Indonesian legal system called *overmacht*⁹. The consequence that arises from the conditions mentioned is that an agreement can be canceled or null and void by law¹⁰.

In connection with the non-achievement of the purposes and objectives of the agreement as a result of force majeure or coercive circumstances and is usually aimed at an event that is beyond human reach to avoid such an event. Force majeure itself is a concept in the concept of civil law and is accepted as a principle in law. 15 The definition of force majeure is not clearly contained in the provisions of the laws and regulations in Indonesia. Article 1244 of the Civil Code states:

"If there is a reason for that, the debtor must be punished to compensate for costs, losses and interest, if he does not prove that the thing that was not carried out or not at the right time for the implementation of the agreement was due to an unexpected thing, nor can he be held accountable." all of that even if bad faith is not on his side."

From these provisions it can be concluded that the debtor/debtor is exempt from all reimbursement of costs as long as the debtor is able to prove that the delay/inability to carry out his performance is due to an unexpected event and there is no bad faith. Apart from that, it can also be concluded that the debtor is freed from compensation costs if there are unintentional or coercive circumstances that prevent the debtor from carrying out his achievements which then cause losses to the creditor¹¹.

According to J. Satrio, the formulations of these two articles talk about the obstacles that arise after the engagement is born, or in other words the obstacles in the performance of the engagement obligations. The four things mentioned in Article 1244-1245 of the Civil Code that cause the debtor to be unable to carry out his obligations are unexpected, cannot be blamed on him, unintentional, and have no bad faith in him.

⁹ Agri Chairunisa Isradjuningtias, Force Majeure (Overmacht) Dalam Hukum Kontrak(Perjanjian) Indonesia, *Veritas Et Justitia*, Vol.1 No. 1, June 2015

¹⁰ <https://kumparan.com/kumparansains/lipi-39-4-bisnis-di-indonesia-gulung-tikar-akibat-pandemi-corona-1tRdz3TxOQd> accessed on 11 October 2020

¹¹ <https://business-law.binus.ac.id/2020/04/24/force-majeure-dan-clausula-rebus-sic-stantibus/> accessed on 21 April 2021

According to R. Subekti, the words "costs" (kosten) and "losses" (schaden) in Articles 1244 and 1245 of the Civil Code mean all costs and losses that have actually been incurred by the creditor and have befallen the creditor's assets that arise, because the agreement was not implemented by the debtor. Mochtar Kusumaatmadja stated that force majeure or vis major can be accepted as a reason for not fulfilling the obligations due to the loss/disappearance of the object or purpose which is the subject of the agreement¹².

Force majeure can be interpreted as a situation where a debtor is prevented from carrying out his achievements due to unexpected circumstances or events during the execution of an agreement, where the debtor is not in a state of bad faith. Force majeure is very closely related to the problem of compensation in an agreement, this is because force majeure brings legal consequences, the absence, loss, or delay of obligations in an agreement to carry out an achievement, but force majeure can free the parties to be able to provide compensation due to non-performance of the agreement. The arrangement in the Civil Code basically only regulates force majeure issues in relation to compensation for compensation and interest only¹³.

Based on the explanation above, there are 3 (three) elements that must be met to make an event a state of coercion, namely:

- The event is unpredictable and cannot be accounted for by the debtor.
- There is no bad faith from the debtor.
- This situation prevents the debtor from performing his achievements.

In the concept of force majeure that applies in Indonesia, it is known as relative force majeure and absolute (absolute) force majeure. R. Subekti explained that an absolute force majeure is when the debtor is absolutely no longer possible to carry out his achievements or obligations, for example because the goods in the agreement are destroyed. Relative force majeure occurs when the debtor is still able to carry out, but with a very large sacrifice, for example, there is a

¹² R Subekti, 2005, *Pokok-Pokok Hukum Perdata*, Intermedia, Jakarta, p. 25

¹³ Sukarmi, S., & Victoria, A. (2018). Cash Waqf in Sustaining Of Indonesian Society "In Legal & Economic Perspective". *AL-ITQAN: JOURNAL OF ISLAMIC SCIENCES AND COMPARATIVE STUDIES*, 2(1), 83–97. <https://doi.org/10.31436/al-itqan.v2i1.43> see too Syarifudin, A. (2000). Menuju Penyelenggaraan Pemerintah Negara yang Bersih dan Bertanggung Jawab. *Jurnal Pro Justisia Edition IV*, 22.

sudden increase in the price of goods (hyperinflation)¹⁴.

The difference between absolute and absolute force majeure is based on the criteria of R. Subekti lies in the degree of impossibility. When the impossibility is absolute, no longer open to the possibility of change, then it becomes a state of compulsion for the birth of absolute force majeure. This impossibility does not only apply to debtors, but to anyone in such a condition. When in a situation it is still possible to carry out its achievements even with great sacrifices, then this is classified as relative force majeure. When this obstacle disappears or subsides at some point and it is still possible to fulfill the achievements that were not originally implemented, the creditor is no longer allowed to apply for reimbursement of costs, losses, and interest¹⁵.

In addition to being mentioned in the laws and regulations, namely the Civil Code and several international legal instruments, Force majeure is contained in several judicial decisions of courts, namely:

- Supreme Court Decision No. 15K/Sip/1957 dated December 16, 1957.

This decision relates to the seizure of a car by the Japanese army when attacking Indonesia which was later cited as the reason for the coercion. However, these decisions do not address the coercion itself. The court's decision in this case alludes to the concept of coercion, but the court's decision has not yet provided an interpretation of the concept.

- Supreme Court Decision No. 24K/Sip/1958 dated 26 March 1958.

This ruling indicates what circumstances are not covered under a state of coercion. The decision on this case states that what is not a coercive situation, namely the non-performance of the agreement by the Defendant because he does not have a foreign exchange permit related to what was agreed upon is not a coercive situation.

- Supreme Court Decision No. 558K/Sip./1971 dated June 4, 1973.

To postulate the existence of coercive circumstances, one must be able to prove that the events that occurred were not caused by one's fault. A situation where someone who should know that how to fill petrol with an

¹⁴ Victoria, O. A., & ., M. (2021). Doctor's Contributions in Transportation Monitoring During COVID-19 Pandemic. *KnE Social Sciences*, 5(1), 598–618. <https://doi.org/10.18502/kss.v5i1.8317>

¹⁵ <https://www.hukumonline.com/berita/baca/lt5ea94d2ca424f/aturan-aturan-terkait- iforce-majeur-i-dalam-kuh-perdata?page=2> accessed on 14 April 2021

unsafe tool, who then does this and results in a fire that causes the destruction of a bus belonging to another person who is nearby, is not a state of compulsion.

- Supreme Court Decision No. 409K/Sip./1983 dated October 25, 1984.

Forced circumstances must meet unexpected elements, cannot be prevented by the party who has to fulfill obligations or carry out the agreement, and is beyond the fault of the party.

- Supreme Court Decision No. 3389K/PDT/1984 dated March 27, 1986. Instructions for administrative authorities constructed based on Article 1337 of the KUH

Civil law as a party to a party charter agreement that delays the fulfillment of achievements (in the form of returning the ship) is not the reason for the existence of coercive circumstances. Instructions of the Administrative Authority which is a party to an agreement based on Article 1337 of the Civil Code which delays the fulfillment of achievements (return of the ship) is not a reason for the existence of coercive circumstances.

- Decision No. 2914K/Pdt/2001 (Social Riot 14 May 1998).

Paper procurement companies filed lawsuits against state-owned banks and insurance companies. The company claims that the insurance company should have paid for the insurance for the goods that were burned due to the social unrest on May 14, 1998. In addition, the company also has a loan agreement with the bank. On May 14, 1998, goods that were used as collateral for credit were burned due to riots. The insurer refuses to pay the insurance claim because the fire is not covered by the coverage. This incident does not include the reasons for the termination of the agreement as referred to in Article 1381 of the Civil Code. The bank's cassation memorandum was finally accepted.

- Decision No. 3087K/Pdt/2001 (On the Monetary Crisis).

This decision departs from when the residents of North Jakarta sued the company to the Court regarding the legal relationship of the binding agreement buying and selling flats. The plaintiff has paid off his obligations, but the defendant did not immediately hand over the apartment unit that was sold. In the trial, the defendant reasoned that he could not continue his achievements because of the monetary crisis that hit Indonesia. Based on the consideration of the PK Judges, these reasons cannot be justified

because the High Court's decision/judex facti is correct, namely in making legal considerations there are no mistakes.

- Decision No. 587PK/Pdt/2010

This decision is a decision regarding the law on the purchase of coal. In this case, the panel of judges at the cassation level canceled the decisions of the Central Jakarta District Court and the Jakarta High Court, which stated that the defendant was in breach of contract. The panel of judges of cassation stated that continuous rain was not Force Majeure. In fact, the defendant did not fulfill the obligation to deliver coal because the rain caused flooding and the bridge connecting to the delivery area was damaged.

As for now, the condition of the very fast transmission of Covid-19 has significantly affected the running of businesses around the world, especially to continue to run business operations and fulfill existing contractual obligations. Analysis of whether the Covid-19 pandemic is designated as national disasters through Presidential Decree Number 12 of 2020 concerning Determination of Non-Natural Disasters Spreading Corona Virus Disease 2019 (Covid-19) can be qualified as force majeure to be relevant because it will have implications for the contractual obligations of both parties who are bound by an agreement, in addition to that, to maintain a stable national economic situation and condition. Unilateral cancellation of business agreements can also be avoided if the parties can understand the legal consequences of the Covid-19 pandemic in a business agreement.

In the case of the Covid-19 pandemic, it can be said as force majeure if it fulfills the elements of force majeure which are explained as follows:

- The “unexpected event” element

A situation can be said to be unpredictable if the situation cannot be predicted in advance by the parties. Such unexpected events cannot be avoided in any way, even when the affected parties take preventive measures to avoid them. The transmission of COVID-19 is known to be very fast when compared to diseases from other coronavirus groups such as SARS and MERS. COVID-19 which initially appeared in the Chinese city of Wuhan then spread to other countries quickly, which then resulted in local transmission so that it was designated a global pandemic by the World Health Organization (WHO) on March 11, 2020. To date, there are 218 countries that have been infected with COVID-19, including Indonesia. This was completely unpredictable by anyone, and even though the affected parties had taken preventive measures, Covid-19 also continued to spread to Indonesia.

- The element "cannot be accounted for to the debtor"

The occurrence of the Covid-19 pandemic is a situation beyond the control of the parties, thus the current pandemic cannot be accounted for to creditors.

- The element of "the incident prevented outstanding debtors"

The debtor must prove that the occurrence of the Covid-19 pandemic has made the implementation of the agreement that has been made impossible. Regarding whether the Covid-19 pandemic is preventing outstanding debtors, this is casuistic and requires an in-depth analysis because not all debtors affected by the pandemic are hindered from fulfilling their achievements. This can be analyzed using the theory of relative and absolute force majeure, where in the event of a relative force majeure the implementation of achievements is still possible even though there are difficulties, whereas in absolute force majeure the implementation of achievements is not possible at all because the object that is the object of the agreement disappears.

- The element of "no bad faith from the debtor"

The debtor's obstruction to fulfill an achievement is not caused by intention, negligence, or bad faith by the debtor. The Covid-19 pandemic is a situation that cannot be predicted and expected by all parties. In the absence of a pandemic, the parties remain committed to fulfilling their respective contractual obligations and carrying them out in good faith.

Based on the explanation above, it is a mistake for business people to consider disasters based on Presidential Decree of the Republic of Indonesia Number 12 of 2020 to be used as a legal basis for force majeure that deviates or even cancels agreements that have been made. Even though it is true that there is force majeure, this cannot necessarily be used as a reason to cancel the agreement that has been made. Force majeure can be used as a way to regenerate the implementation of agreements based on Articles 1244, 1245, and 1338 of the Civil Code. The agreement that has been made must still be carried out by the parties because according to Article 1338 of the Civil Code, every agreement made legally applies as law for the parties who make it.

4. Conclusion

In general, provisions regarding force majeure are regulated in Articles 1244, 1245, 1445, 1545 and 1553 of the Civil Code. The Civil Code which is at the core of the notion of force majeure is a situation where the debtor cannot fulfill his obligations in accordance with what has been agreed because of an unexpected

event, where the party who cannot fulfill his obligations does not have to bear the risk. The occurrence of the COVID-19 pandemic is indeed a non-natural disaster as written in the President Decree of the Republic of Indonesia Number 12 of 2020. However, the COVID-19 pandemic cannot be used as a coercive condition to avoid fulfilling the debtor's obligations or the cancellation of a claim from the creditor because the implementation of credit still refers to the provisions of the credit agreement as regulated in Article 1338 of the Civil Code, so that the Presidential Decree of the Republic of Indonesia Number 12 of 2020 cannot be used as a force majeure law that violates or even cancels the agreements that have been made.

5. References

Journals:

- [1] A Chuasanga, Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia Dan Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>
- [2] Agri Chairunisa Isradjuningtias, Force Majeure (Overmacht) Dalam Hukum Kontrak (Perjanjian) Indonesia, *Veritas Et Justitia*, Vol.1 No. 1, June 2015
- [3] Alam, Bahrul., & Khisni, Akhmad. (2020). Legal Protection of Holders of Land Loss Data In The City Land Office of Kendari. *JURNAL AKTA*: Vol.7, No. 2, 159-164. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/7963>
- [4] Arrohim, Mohammad B., & Wahyuningsih, Sri Endah. (2020). Analysis of Judicial Application of Criminal Penalty Against Notary / Land Deed Officials Conducting Making Crime of the Fake Authentic Deed in State Court of Semarang. *JURNAL AKTA*: Vol.7, No. 2, 183-188. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/7891>
- [5] Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>
- [6] Laras Sutrawaty, 2013, "Force Majeure Sebagai Alasan Tidak Dilaksanakan Suatu Kontrak Ditinjau Dari Perspektif Hukum Perdata", *Jurnal Legal Opinion*, Universitas Tadulako, Palu
- [7] Ong Argo Victoria, (2018) *Waqf Al-Nuqūd In Indonesia (In Law Perspective)*, Jurnal Pembaharuan Hukum Vol 5, No 1 Universitas Sultan Agung, <http://jurnal.unissula.ac.id/index.php/PH/article/view/2999>
- [8] Sukarmi, S., & Victoria, A. (2018). Cash Waqf in Sustaining Of Indonesian Society "In Legal & Economic Perspective". *AL-ITQAN: JOURNAL OF*

ISLAMIC SCIENCES AND COMPARATIVE STUDIES, 2(1), 83–97.

<https://doi.org/10.31436/al-itqan.v2i1.43>

- [9] Syarifudin, A. (2000). Menuju Penyelenggaraan Pemerintah Negara yang Bersih dan Bertanggung Jawab. *Jurnal Pro Justisia Edition IV*, 22.
- [10] Victoria, O. A., & ., M. (2021). Doctor's Contributions in Transportation Monitoring During COVID-19 Pandemic. *KnE Social Sciences*, 5(1), 598–618. <https://doi.org/10.18502/kss.v5i1.8317>

Books:

- [1] R Subekti, 2005, *Pokok-Pokok Hukum Perdata*, Intermasa, Jakarta
- [2] Salim H,S, 2006, *Pengantar Hukum Perdata Tertulis (BW)*, Sinar Grafika, Jakarta
- [3] Salim H.S, 2015, *Hukum Kontrak Perjanjian, Pinjaman, dan Hibah*, Sinar Grafika, Jakarta

Internet:

- [1] <https://www.hukumonline.com/berita/baca/lt5ea94d2ca424f/aturan-aturan-terkait-force-majeur-i-dalam-kuh-perdata?page=2> accessed on 14 April 2021
- [2] <https://business-law.binus.ac.id/2020/04/24/force-majeure-dan-clausula-rebus-sic-stantibus/> accessed on 21 April 2021
- [3] <https://kumparan.com/kumparansains/lipi-39-4-bisnis-di-indonesia-gulung-tikar-akibat-pandemi-corona-1tRdz3TxOQd> accessed on 11 October 2020