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Doctrine of Force Majeure in Civil Law Due to Customs Regulatory Intervention in Indonesian Bonded Zones

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Abstract. *This article aims to reconstruct the force majeure doctrine in Indonesian civil law to accommodate state regulatory intervention in customs within bonded zones. The classical force majeure doctrine under Articles 1244–1245 of the Indonesian Civil Code traditionally focuses on natural disasters and unforeseeable events, leaving regulatory interventions unaddressed. The urgency lies in increasing state regulatory changes in customs policies mandatory e-seals, transportation restrictions, expanded quarantine inspection, surveyor report obligations, and proposed reduction of domestic sales caps that disrupt contractual performance in export-oriented industries within bonded zones. The novelty is the "regulatory force majeure" concept, recognizing legitimate state regulatory interventions as a standalone ground for force majeure, integrating public and private law perspectives. The research method is normative legal research using statute, conceptual, and case approaches, with primary legal materials including the Indonesian Civil Code and Customs Law, and secondary materials consisting of accredited national journals (SINTA) and international literature. The results demonstrate that the classical force majeure doctrine fails to accommodate regulatory interventions due to the absence of explicit recognition, lack of objective parameters (externality, unforeseeability, irresistibility, causation), and absence of integration between administrative and contract law. This article concludes that the regulatory force majeure concept offers a doctrinal reconstruction providing legal certainty in resolving contractual disputes arising from state regulatory interventions in bonded zones.*

Keywords: *Bonded; Intervention; Majeure; Regulation; Zone.*

1. Introduction

The doctrine of force majeure within Indonesian civil law has traditionally functioned as a legal mechanism that releases a debtor from contractual liability when non-performance arises from circumstances beyond the debtor's control. Under Articles 1244 and 1245 of the Indonesian Civil Code, a party may be exempted from compensation obligations if the failure to perform occurs without fault, bad faith, or intentional negligence. In classical civil law doctrine, force majeure is generally interpreted as an unforeseeable and unavoidable external event, such as natural disasters, war, or extraordinary emergencies that objectively prevent contractual performance (Khairandy, 2017: 301).

Contemporary commercial relations demonstrate that the classical interpretation of force majeure is increasingly insufficient to address the complexity of modern state intervention in economic activities. The development of the modern regulatory state has transformed governmental authority into an active regulatory actor capable of directly influencing contractual relations through administrative policies, customs supervision, trade restrictions, and economic governance (Agustina, 2021: 214). Contractual disruption is no longer caused exclusively by natural impossibility or physical events, but also by coercive regulatory intervention imposed by state authorities. In practice, administrative measures may significantly obstruct the fulfillment of contractual obligations even though the parties themselves remain willing and capable of performing the agreement.

This issue becomes particularly significant within bonded zones, which serve as strategic instruments for export-oriented industrial policy and international trade facilitation in Indonesia. Bonded zones are structurally dependent upon regulatory certainty because industrial production, customs clearance, logistics distribution, and export activities are closely connected to administrative licensing mechanisms and customs supervision systems (Hidayat, 2023: 88). sudden changes in customs regulation may directly affect the continuity of contractual obligations within supply chains and cross-border commercial transactions. Between 2022 and 2025, several customs-related administrative measures, including mandatory electronic seal (e-seal) requirements, surveyor verification obligations, quarantine inspection procedures, transportation restrictions during national holiday periods, and limitations on domestic sales quotas, significantly affected industrial production and export performance in bonded zones (Direktorat Jenderal Bea dan Cukai, 2025: 12).

Empirical conditions within export-oriented manufacturing industries further illustrate the legal problems arising from such regulatory intervention. Several textile manufacturing companies operating in bonded zones reportedly experienced delays in imported raw material distribution and export shipment due to transportation restrictions and digital customs supervision policies implemented between 2024 and 2025 (Asosiasi Pertekstilan Indonesia, 2025: 7). Similar disruption also occurred in manufacturing companies producing wooden door products for export markets, where stricter inspection requirements, mandatory surveyor verification, and additional quarantine procedures substantially prolonged customs clearance processes and delayed contractual delivery obligations to overseas buyers (Nasution, 2024: 173). Although these measures were formally enacted as legitimate administrative policies, their practical consequences closely resembled contractual impossibility because

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performance became objectively obstructed by governmental intervention beyond the reasonable control of contracting parties.

Comparative developments in contract law demonstrate that contemporary legal systems increasingly recognize state intervention as a legitimate impediment capable of excusing contractual liability. Article 79 of the United Nations Convention on Contracts for the International Sale of Goods (CISG) provides an exemption from liability when contractual performance is hindered by an impediment beyond the reasonable control of the affected party (Schlechtriem & Schwenzer, 2016: 1063). Similarly, the UNIDROIT Principles of International Commercial Contracts acknowledge that governmental measures and regulatory restrictions may constitute valid grounds for exemption where such intervention could not reasonably have been foreseen at the time of contract formation (Bonell, 2015: 312). These developments indicate a significant doctrinal evolution from the traditional and restrictive conception of force majeure toward a broader recognition of regulatory impediments and administrative coercion as legally relevant forms of contractual disruption (McKendrick, 2021: 493).

In contrast, Indonesian legal scholarship continues to predominantly examine force majeure within the context of natural disasters, pandemics, and other forms of conventional physical impossibility, without specifically addressing customs-related regulatory disruption as an autonomous doctrinal category. Existing studies by Khairandy (2017), Agustina (2021), and Sjahdeini (2020) generally analyze force majeure through the lens of contractual impossibility and debtor liability under general contract law. Scholarly discussion concerning the legal implications of regulatory intervention within bonded zones remains relatively limited. Furthermore, most existing analyses approach administrative policies primarily from the perspective of public law compliance rather than from the standpoint of contractual risk allocation and exemption from liability in private legal relationships. Consequently, Indonesian civil law doctrine has yet to develop a coherent conceptual framework for assessing whether customs-related regulatory intervention may satisfy the essential elements of force majeure in contractual disputes.

Based on the foregoing discussion, this article identifies a normative and conceptual gap between the classical doctrine of force majeure and the contemporary realities of regulatory intervention within bonded zones. Previous studies have not specifically reconstructed the doctrine of force majeure to accommodate coercive customs regulation as an independent category of contractual impediment within Indonesian civil law. Accordingly, this article introduces the concept of regulatory force majeure as a doctrinal reconstruction designed to bridge the intersection between public regulatory intervention and private contractual liability. The novelty of this research lies in three principal contributions. First, it formulates regulatory force majeure as a distinct doctrinal category within Indonesian contract law. Second, it integrates public law and private law perspectives in analyzing contractual disruption arising from customs-related regulatory intervention. Third, it develops a set of objective parameters namely externality, unforeseeability, irresistibility, and causation to distinguish coercive regulatory intervention from ordinary regulatory risk within the framework of contractual liability.

2. Research Methods

This research employs normative juridical research (doctrinal legal research) to analyze and reconstruct the doctrine of force majeure within Indonesian civil law in response to contemporary forms of state regulatory intervention affecting bonded zones and international commercial transactions (Marzuki, 2021: 35). The normative juridical method is utilized because the central issue examined in this study concerns the inadequacy of the classical force majeure doctrine in addressing contractual disruption arising from customs regulation, administrative coercion, and governmental intervention within modern trade systems (Khairandy, 2017: 302). Accordingly, this study focuses on legal norm analysis, doctrinal interpretation, conceptual reconstruction, and comparative legal reasoning concerning the relationship between public regulatory authority and private contractual liability (Soekanto & Mamudji, 2019: 14).This study applies several approaches. The statute approach is employed to analyze legal norms governing contractual liability, customs regulation, and bonded zone administration in Indonesia. The analysis includes Articles 1244 and 1245 of the Indonesian Civil Code concerning force majeure, Law Number 17 of 2006 concerning Customs, and various administrative regulations related to bonded zone operations, including customs supervision policies, transportation restrictions, quarantine inspection procedures, mandatory surveyor verification obligations, and domestic sales limitations within export-oriented industries (Agustina, 2021: 216). These regulations are examined to determine the extent to which administrative intervention may objectively obstruct contractual performance and alter the allocation of contractual risk in commercial transactions.

This research employs a conceptual approach to examine doctrinal developments relating to force majeure, contractual impediments, hardship, and administrative intervention from both national and comparative legal perspectives. The conceptual analysis evaluates the limitations of the classical force majeure doctrine, which traditionally emphasizes natural impossibility and physical obstruction while often failing to accommodate coercive regulatory intervention as a legally relevant contractual impediment (Sjahdeini, 2020: 191). In this regard, the study compares Indonesian civil law doctrine with the concept of impediment under Article 79 of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the hardship provisions under Articles

6.2.2–6.2.3 of the UNIDROIT Principles of International Commercial Contracts (Bonell, 2015: 312). Comparative analysis is further conducted to assess contemporary legal scholarship recognizing governmental measures, customs restrictions, export controls, and administrative prohibitions as forms of contractual impediments capable of excusing liability within international commercial law (McKendrick, 2021: 493).

This article applies a case approach by examining contractual disruption occurring within bonded zones between 2022 and 2025 as a consequence of customs and administrative intervention. Bonded zones are selected as the object of analysis because they represent commercial environments with a high level of dependency on customs regulation, administrative supervision, and export-import compliance mechanisms within Indonesia's international trade system (Hidayat, 2023: 88). The analysis particularly focuses on export-oriented textile manufacturing companies and wooden door manufacturing industries operating within bonded zones that experienced delays in production, customs clearance, logistics distribution, and export shipment following the implementation of electronic seal obligations (e-seal), mandatory surveyor verification requirements, transportation restrictions, and quarantine inspection procedures imposed by customs authorities (Nasution, 2024: 171). These cases are analyzed as juridical illustrations demonstrating how regulatory intervention may functionally resemble force majeure where contractual performance becomes objectively obstructed by external governmental action beyond the reasonable control of contracting parties.

The legal materials used in this research consist of primary, secondary, and tertiary legal materials. Primary legal materials include the Indonesian Civil Code, Law Number 17 of 2006 concerning Customs, government regulations, ministerial regulations, customs administrative policies, and international legal instruments related to contractual impediments and commercial liability. Secondary legal materials consist of accredited national journals, international legal journals, textbooks, legal commentaries, judicial decisions, industry reports, and comparative jurisprudence concerning contractual impediments, customs law, governmental intervention, and international commercial transactions (Soekanto & Mamudji, 2019: 52). Tertiary legal materials include legal dictionaries, encyclopedias, and electronic legal databases supporting doctrinal interpretation and conceptual clarification.

The collection of legal materials is conducted through library research using accredited journal portals, SINTA-indexed publications, Google Scholar, HeinOnline, Scopus-indexed databases, official government documents, judicial databases, and international legal databases containing comparative contract law materials (Marzuki, 2021: 237). The collected legal materials are subsequently analyzed qualitatively using interpretive, analytical, and deductive legal reasoning techniques to identify doctrinal inconsistencies, legal gaps, and normative limitations within the current force majeure framework under Indonesian civil law (Ibrahim, 2013: 297).

This article further employs the IRAC method (Issue, Rule, Application, Conclusion) as an analytical framework for examining the juridical relationship between regulatory intervention and contractual liability. Through this method, the study identifies the principal legal issue concerning the limitations of classical force majeure doctrine, examines the applicable legal norms governing contractual impediments, applies those principles to disputes arising from customs intervention within bonded zones, and formulates a doctrinal reconstruction in the form of regulatory force majeure as a contribution to Indonesian ius constituendum (Peter Mahmud Marzuki, 2021: 89). The analytical framework developed in this study is based on four principal elements consisting of externality, unforeseeability, irresistibility, and causation, which are proposed as objective parameters for determining when state regulatory intervention may qualify as force majeure within Indonesian contract law.

3. Results and Discussion

3.1. The Limitations of the Classical Force Majeure Doctrine in Customs Regulatory Intervention within Bonded Zones

The classical doctrine of *force majeure* under Indonesian civil law, as regulated in Articles 1244 and 1245 of the Indonesian Civil Code, was originally constructed to address circumstances arising from natural events or extraordinary conditions entirely beyond the control of contracting parties (Subekti, 2005: 55). Traditionally, the doctrine recognizes several principal elements, namely externality, unforeseeability, and irresistibility, as prerequisites for exempting a debtor from contractual liability (Khairandy, 2017: 304). Within the conventional framework of civil law doctrine, *force majeure* has generally been associated with natural disasters, war, riots, and other forms of physical impossibility that objectively prevent contractual performance (Fuady, 2014: 117). Contemporary developments in administrative governance and customs regulation demonstrate that the classical construction of *force majeure* is increasingly inadequate in addressing modern forms of state regulatory intervention affecting international commercial transactions, particularly within bonded zones.

The first doctrinal limitation concerns the element of unforeseeability. Classical doctrine requires that an event may only qualify as *force majeure* if the event could not reasonably have been anticipated at the time the contract was concluded (Harahap, 1986: 39). Regulatory intervention within bonded zones demonstrates that sudden changes in administrative policy may create contractual disruption that cannot reasonably be predicted by business actors. One example can be found in KEP-97/BC/2025, which introduced mandatory *electronic seals* (*e-seal*) for export shipments effective on 23 May 2025. Companies entering long-term export agreements prior to the enactment of this regulation reasonably relied upon the stability of existing customs procedures and therefore could not foresee the sudden imposition of mandatory digital supervision requirements. Similar conditions also emerged following the enactment of *Peraturan Badan Karantina Indonesia Nomor 5 Tahun 2025*, which expanded the Harmonized System (*HS Code*) categories subject to mandatory quarantine inspection. Companies that had structured contractual obligations based on previous inspection mechanisms were suddenly confronted with additional administrative procedures that significantly delayed customs clearance and export distribution. These regulatory developments illustrate that contemporary state intervention may satisfy the unforeseeability element because the regulatory burden imposed upon contracting parties extends beyond ordinary commercial risk and materially alters the assumptions underlying contractual performance (Agustina, 2021: 218).

The element of unforeseeability is further illustrated by transportation restrictions imposed through the *Nataru Joint Decree*, which introduced a full twenty-four-hour freight transportation prohibition on toll roads during the national holiday period without providing any operational time window for export-oriented logistics distribution. Such restrictions represented an unprecedented administrative measure that could not reasonably have been anticipated by companies relying upon continuous logistics mobility for export delivery. Likewise, obligations concerning *Laporan Surveyor* (*LS*) verification requirements under the Ministry of Trade regulations created additional uncertainty because exporters faced fluctuating verification costs, sudden procedural adjustments, and limited availability of authorized surveyors. The proposed revision of PMK No. 131/PMK.04/2018, which seeks to reduce the domestic sales quota for bonded zone companies from 50 percent to 25 percent, further demonstrates how drastic regulatory change may fundamentally alter long-term production planning and contractual expectations established under previous legal frameworks. These conditions confirm that regulatory intervention within bonded zones increasingly possesses characteristics traditionally associated with unforeseeable contractual impediments (Nasution, 2024: 172).

The second limitation of the classical doctrine relates to the element of irresistibility. Under conventional civil law doctrine, a debtor must demonstrate that the impediment could not be avoided or overcome despite reasonable efforts undertaken to fulfill contractual obligations (Setiawan, 1999: 79). In the context of state regulatory intervention, however, administrative regulations possess binding legal force that cannot lawfully be resisted by private parties without exposing themselves to administrative sanctions or operational suspension. Consequently, the coercive nature of state regulation creates a legal condition in which compliance becomes mandatory irrespective of the contractual consequences suffered by business actors.

This condition is evident in the implementation of the *Nataru Joint Decree*, where export-oriented companies were legally prohibited from operating freight transportation through toll roads during restricted periods. Any attempt to circumvent the regulation would constitute a direct violation of administrative law and potentially expose companies to legal sanctions. Similar coercive effects also arise under the *SSm QC* quarantine supervision system established through *Perbarantin No. 5/2025*. The digital customs system automatically blocks customs clearance for goods classified under mandatory inspection categories, leaving no room for discretionary administrative accommodation. Exporters are therefore unable to bypass the quarantine process even when contractual deadlines require immediate shipment. Comparable conditions occur in relation to *LS* requirements integrated into customs clearance systems, where exporters cannot proceed with export documentation in the absence of complete surveyor verification. The findings of the *Komisi Pengawas Persaingan Usaha* (*KPPU*) regarding the limited availability of authorized surveyors further reinforce the absence of practical alternatives for exporters within the verification process.

The proposed revision of PMK No. 131/PMK.04/2018 similarly demonstrates the irresistible nature of state regulatory intervention. If enacted, the regulation would unilaterally reduce the domestic sales quota for bonded zone industries without providing contractual adjustment mechanisms for affected companies. Business actors would therefore be compelled to restructure production planning, sales allocation, and contractual commitments regardless of pre-existing commercial arrangements. More significantly, bonded zone companies exceeding the prescribed domestic sales quota risk facing license freeze sanctions capable of suspending operational activities for up to three months. Under such circumstances, resistance to regulatory intervention becomes legally and practically impossible because compliance constitutes a mandatory condition for continued industrial operation (Hidayat, 2023: 96).

The third limitation concerns the element of causation, particularly within systems characterized by automatic regulatory enforcement. Classical *force majeure* doctrine requires the existence of a direct causal relationship between the extraordinary event and the debtor’s inability to perform contractual obligations (Subekti, 2005: 61). However, contemporary customs supervision systems increasingly operate through automatic digital mechanisms that directly obstruct contractual performance without discretionary human intervention. KEP-97/BC/2025 concerning mandatory *e-seal* obligations demonstrates a direct causal relationship because exporters who fail to satisfy digital supervision requirements are unable to proceed with shipment. The quarantine supervision system under *Perbarantin No. 5/2025* creates an even more immediate causal relationship because customs clearance is automatically blocked by the system until quarantine obligations are fulfilled. Likewise, *LS* verification requirements directly affect export timelines because incomplete verification documentation prevents the continuation of customs clearance procedures. Delays in obtaining surveyor verification therefore directly extend the pre-export process and materially obstruct contractual delivery obligations. The structural conditions identified by KPPU, where exporters face limited surveyor alternatives and unilateral fee determination, further confirm that contractual disruption may be directly attributable to the regulatory framework itself.

The proposed reduction of the domestic sales quota under PMK No. 131/PMK.04/2018 presents a more complex causation issue. Unlike technical-operational regulations that immediately block shipment, the reduction of domestic sales capacity primarily produces structural economic consequences, including disruption of cash flow, investment sustainability, production planning, and industrial financing. The causal relationship in this context is therefore indirect because the regulation does not automatically prevent a particular shipment but gradually undermines the company's operational capacity to fulfill long-term contractual obligations. However, where companies exceed the permitted quota and subsequently experience license freeze sanctions, the causal relationship becomes direct and immediate because operational suspension objectively prevents export performance. This distinction demonstrates that the classical doctrine's rigid emphasis on direct causation is insufficient to address the broader structural consequences of modern regulatory intervention and suggests the necessity of integrating hardship principles alongside traditional *force majeure* doctrine (McKendrick, 2021: 497).

3.2. Regulatory Force Majeure as a Reconstruction of Indonesian Contract Law Doctrine

In response to the doctrinal limitations identified above, this article proposes the concept of *regulatory force majeure* as a reconstruction of Indonesian *force majeure* doctrine capable of accommodating contemporary forms of state regulatory intervention. Regulatory *force majeure* may be defined as a condition arising from legitimate governmental regulation that is external to the contracting parties, unforeseeable at the time of contract formation, irresistible due to its binding legal nature, and directly or substantially causative of contractual non-performance. This concept is doctrinally influenced by the concept of *impediment* under Article 79 of the *United Nations Convention on Contracts for the International Sale of Goods* (*CISG*) and the hardship provisions under Articles 6.2.2–6.2.3 of the *UNIDROIT Principles of International Commercial Contracts*, both of which recognize governmental measures as legally relevant grounds for exemption from contractual liability (Bonell, 2015: 314).

The reconstruction proposed in this article seeks to fill the doctrinal vacuum within Indonesian civil law by providing objective parameters for judicial assessment concerning whether state regulatory intervention may qualify as *force majeure*. Four cumulative elements are proposed within the framework of *regulatory force* *majeure*, namely externality, unforeseeability, irresistibility, and causation. The element of externality requires that the impediment originate from state authority rather than from the conduct of the contracting parties themselves. The element of unforeseeability requires that the regulatory intervention could not reasonably have been anticipated during contract formation. Irresistibility requires that compliance with the regulation be mandatory and incapable of lawful avoidance. Finally, causation requires that the regulation materially obstruct contractual performance either directly or through structural operational consequences.

Under this framework, technical-operational regulations such as mandatory *e-seal* obligations, transportation restrictions, quarantine inspection requirements, and *LS* verification procedures may satisfy the criteria of *regulatory force majeure* because such regulations directly obstruct customs clearance and export logistics. When these four elements are fulfilled, two principal legal consequences arise. First, the debtor should be exempted from liability for damages arising from non-performance caused by the regulatory intervention. Second, contractual obligations may either be temporarily suspended until the regulatory impediment ceases or permanently terminated without liability where performance becomes objectively impossible for an indefinite period (Schlechtriem & Schwenzer, 2016: 1068).

Different legal consequences may arise in relation to structural policy changes such as the proposed reduction of the domestic sales quota under PMK No. 131/PMK.04/2018. Where regulatory intervention merely affects financial sustainability and production planning without immediately preventing performance, the situation more closely resembles hardship rather than absolute *force majeure*. Under such conditions, the application of hardship principles under Articles 6.2.2–6.2.3 of the *UNIDROIT Principles* becomes relevant because contractual renegotiation and adaptation may constitute more proportionate legal responses than immediate termination. However, where the regulatory framework results in direct operational suspension through license freeze sanctions, the conditions satisfy the criteria of *regulatory force majeure* because contractual performance becomes objectively impossible due to binding governmental action beyond the reasonable control of the contracting parties (Treitel, 2018: 962).

3.3. Application of Regulatory Force Majeure within Bonded Zones: Analysis of Five Regulatory Intervention Cases

The application of the *regulatory force majeure* doctrine within bonded zones demonstrates that modern customs and trade regulations increasingly function as direct contractual impediments rather than merely external business risks. In bonded zone operations, where export performance is highly dependent on administrative clearance and customs compliance, state regulatory intervention may directly determine whether contractual obligations can be performed. This is evident in five regulatory contexts that collectively show how Indonesian contract law is confronted with evolving forms of administrative coercion that go beyond the scope of classical *force majeure* doctrine (Wibowo, 2024: 92).

The mandatory *e-seal* requirement under KEP-97/BC/2025 illustrates how sudden digital customs integration can directly disrupt ongoing export contracts. Companies that entered into agreements before the regulation's enactment were required to adapt to a new shipment supervision system that could not always be implemented within contractual timelines. The regulation clearly satisfies the elements of externality, unforeseeability, irresistibility, and direct causation because exporters were legally prohibited from shipping goods without compliance, making performance objectively impossible without fault on the part of the debtor (Prasetyo, 2025: 118). The transportation restrictions under the *Nataru* Joint Decree further demonstrate how state policy can temporarily eliminate the possibility of contractual performance. The imposition of a full 24-hour freight restriction without operational windows meant that exporters could not legally transport goods to ports during critical delivery periods. This condition fulfills the requirements of regulatory force majeure because the restriction was externally imposed, unprecedented, legally binding, and directly responsible for the failure to perform contractual delivery obligations (Santoso, 2025: 144). In this context, non-performance arises from coercive regulatory action rather than contractual negligence.

The expansion of mandatory quarantine inspection under *Perbarantin* No. 5/2025 shows the increasing role of automated enforcement systems in strengthening regulatory coercion. The extension of HS Code coverage subjected additional commodities to quarantine procedures that automatically blocked customs clearance through the *SSm QC* system. This mechanism eliminates administrative discretion, thereby reinforcing irresistibility. The sudden regulatory expansion also satisfies unforeseeability, while externality is established through state authority. Most importantly, causation is direct because export failure occurs automatically once clearance is blocked by the system (Firmansyah, 2025: 211). This demonstrates how digital governance transforms regulatory intervention into an immediate contractual barrier. The *Laporan Surveyor* (LS) requirement under Ministry of Trade regulations presents a more structurally complex scenario. Although the obligation itself is formally foreseeable in export administration, its implementation often generates uncertainty due to verification delays, differing HS Code interpretations, limited surveyor availability, and lack of competitive alternatives, as also highlighted in KPPU findings (Yuliana, 2023: 129). While externality and irresistibility are satisfied because the requirement is state-imposed and mandatory for customs clearance, foreseeability is partial and causation depends on whether delays arise from systemic regulatory constraints rather than exporter negligence. Where disruption results from structural inefficiencies within the verification system, regulatory force majeure may still be applicable as a legal justification for exemption (Saputra, 2024: 86).

The proposed revision of PMK No. 131/PMK.04/2018 regarding the reduction of domestic sales quotas from 50 percent to 25 percent highlights a different dimension of regulatory intervention, namely its impact on long-term contractual and investment planning. While the policy is clearly external and binding, its unforeseeability is debatable because regulatory adjustment is inherent in state economic governance, although the magnitude and timing of such reduction may not be reasonably anticipated by businesses relying on existing rules (Aditya, 2025: 57). The element of irresistibility is particularly evident where companies exceeding the quota face license freezes that suspend import, production, and export activities, thereby making contractual performance impossible and establishing a direct causal link between regulation and non-performance (Nugroho, 2025: 101). The analysis of the quota revision shows that causation must be distinguished between direct operational impossibility and indirect economic disruption. Where license freezes occur, the regulatory impact satisfies full conditions of force majeure because performance is objectively prevented. However, where the impact is limited to reduced production capacity or financial imbalance without operational suspension, the situation is more appropriately categorized under hardship principles as regulated in the UNIDROIT Principles Articles 6.2.2–6.2.3, allowing for renegotiation or contract adaptation rather than automatic exemption or termination (Widjaja, 2022: 233). This distinction is crucial to ensuring doctrinal precision in applying regulatory force majeure within Indonesian contract law.

4. Conclusion

The classical doctrine of force majeure under Indonesian civil law is no longer fully capable of addressing contemporary contractual disruption arising from coercive state regulatory intervention within bonded zones. The analysis of five concrete regulatory interventions mandatory e-seal obligations, transportation restrictions during the Nataru period, expanded quarantine inspection requirements, mandatory Laporan Surveyor verification, and the proposed reduction of domestic sales quotas demonstrates that modern customs regulation may fulfill the essential elements of force majeure, namely externality, unforeseeability, irresistibility, and causation. However, Indonesian civil law doctrine still lacks a coherent conceptual framework for recognizing regulatory intervention as an independent category of contractual impediment. This article therefore reconstructs the doctrine through the concept of regulatory force majeure, which integrates public regulatory intervention and private contractual liability within a unified analytical framework. The novelty of this study lies in the formulation of objective doctrinal parameters for assessing when customs-related regulatory intervention may exempt parties from contractual liability, while also distinguishing between direct operational impossibility and structural economic hardship within bonded zone commercial activities.

5. References

Journals:

Aditya, Bima. 2025. "Regulatory Adjustment and Export Quota Policy in Indonesian Bonded Zones." *Jurnal Hukum dan Kebijakan Publik*, Vol. 10 No. 2: p. 50–65.

Firmansyah, Riko. 2025. "Digital Quarantine Enforcement and Customs Automation in Indonesia." *Indonesian Journal of Trade Law*, Vol. 9 No. 3: p. 200–218.

Hidayat, Taufik. 2023. "Customs Supervision and Export Constraints in Indonesian Bonded Zones." *Jurnal Hukum dan Perdagangan Internasional*, Vol. 11 No. 2: p. 85–104.

Lestari, Dewi. 2024. "Administrative Control and Export Disruption in Forestry Products." *Jurnal Hukum Ekonomi Indonesia*, Vol. 12 No. 1: p. 165–182.

Nasution, Ahmad Faris. 2024. "Regulatory Disruption and Export-Oriented Manufacturing in Indonesian Bonded Zones." *Jurnal Hukum Bisnis Indonesia*, Vol. 8 No. 1: p. 160–179.

Nugroho, Arif. 2025. "Bonded Zone Policy Reform and Industrial Risk Allocation." *Jurnal Hukum Bisnis dan Investasi*, Vol. 11 No. 2: p. 95–112.

Prasetyo, Andi. 2025. "Implementation of Digital Customs System (E-Seal) in Indonesian Export Regulation." *Jurnal Hukum Kepabeanan*, Vol. 7 No. 1: p. 110–125.

Rahmawati, Sinta. 2025. "Transportation Restrictions and Contractual Liability in Indonesian Trade Law." *Jurnal Hukum Transportasi dan Logistik*, Vol. 6 No. 2: p. 60–78.

Santoso, Eko. 2025. "Public Holiday Logistics Restrictions and Export Performance in Indonesia." *Jurnal Hukum Ekonomi dan Perdagangan*, Vol. 8 No. 3: p. 140–158.

Saputra, Yoga. 2024. "Surveyor Verification System and Export Delay in Forestry Industry." *Jurnal Hukum Sumber Daya Alam*, Vol. 9 No. 1: p. 80–95.

Yuliana, Maya. 2023. "Competition Issues in Surveyor Services for Export Verification." *Jurnal Hukum Persaingan Usaha*, Vol. 5 No. 1: p. 120–138.

Books:

Agustina, Rosa. 2021. *Hukum Perikatan (Law of Obligations)*. Denpasar: Pustaka Larasan.

Asosiasi Pertekstilan Indonesia. 2025. *Laporan Industri Tekstil Nasional Tahun 2025*. Jakarta: API, accessed from official association publication.

Direktorat Jenderal Bea dan Cukai. 2025. *Laporan Kinerja Direktorat Jenderal Bea dan Cukai Tahun 2025*. Jakarta: Kementerian Keuangan Republik Indonesia.

Fuady, Munir. 2014. *Hukum Kontrak (Dari Sudut Pandang Hukum Bisnis)*. Bandung: Citra Aditya Bakti.

Hadjon, Philipus M. 2011. *Pengantar Hukum Administrasi Indonesia*. Yogyakarta: Gadjah Mada University Press.

Harahap, M. Yahya. 1986. *Segi-Segi Hukum Perjanjian*. Bandung: Alumni.

Ibrahim, Johnny. 2013. *Teori dan Metodologi Penelitian Hukum Normatif*. Malang: Bayumedia Publishing.

Khairandy, Ridwan. 2017. *Hukum Kontrak Indonesia dalam Perspektif Perbandingan*. Yogyakarta: FH UII Press.

Marzuki, Peter Mahmud. 2021. *Penelitian Hukum*. Jakarta: Kencana Prenada Media Group.

McKendrick, Ewan. 2021. *Contract Law: Text, Cases, and Materials*. 9th ed. Oxford: Oxford University Press.

Schlechtriem, Peter, and Ingeborg Schwenzer. 2016. *Commentary on the UN Convention on the International Sale of Goods (CISG)*. 4th ed. Oxford: Oxford University Press.

Schwenzer, Ingeborg. 2022. *Global Sales and Contract Law*. Oxford: Oxford University Press.

Setiawan, R. 1999. *Pokok-Pokok Hukum Perikatan*. Bandung: Binacipta.

Sjahdeini, Sutan Remy. 2020. *Kebebasan Berkontrak dan Perlindungan yang Seimbang bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia*. Jakarta: Pustaka Utama Grafiti.

Soekanto, Soerjono, and Sri Mamudji. 2019. *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: Rajawali Pers.

Subekti. 2005. *Hukum Perjanjian*. Jakarta: Intermasa.

Treitel, Guenter H. 2018. *Frustration and Force Majeure*. London: Sweet & Maxwell.

Regulation:

Indonesian Civil Code, Articles 1244–1245.

Kementerian Keuangan Republik Indonesia. 2024. *Kebijakan Kepabeanan dan Kawasan Berikat Tahun 2024*. Jakarta: Kementerian Keuangan RI.

KEP-97/BC/2025 concerning Mandatory E-Seal Implementation.

Law No. 17 of 2006 concerning Customs.

Minister of Finance Regulation (PMK) No. 131/PMK.04/2018 concerning Bonded Zones (as amended).

Minister of Trade Regulation No. 84 of 2016 concerning Export Provisions for Forestry Industry Products.

Nataru Joint Decree 2025/2026 concerning Transportation Restrictions.

Peraturan Badan Karantina Indonesia No. 5 of 2025 concerning Quarantine Inspection Expansion.