

The Balancing Principles Enforcement in Electronic Contract: A Case Study of Motorcycle Transportation Application Service Provider in Indonesia

Ria Safitri¹, Heru Subandono Notonagoro², Khamami Zada¹ and Nur Habibi¹

¹Universitas Islam Negeri Syarif Hidayatullah Jakarta, Indonesia

²Sebelas Maret University Surakarta, Indonesia

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Abstract: The electronic contract allows parties who are financially stronger to take actions that harm other weaker parties in an unfair manner. The existing electronic standard contract is more considered to be likely to take side to application service providers than to partners because the legislation has not been issued regarding contract that are in line with the development of electronic transactions. This paper aims to stimulate renewal in the regulation and treaty law practice that is more up-to-date and equitable. This paper uses a sociological juridical approach and inductive and deductive analysis. The findings of the study show that the balance of interests can prevent shift or displacement in wealth which is not justified and can cause the unjust enrichment. Legal protection in the form of legislation is needed to achieve legal justice.

1 INTRODUCTION

The development of information technology has a very broad influence in the economic field; there has been a significant change in the economic system in Indonesia, from the conventional economic system to the digital economic system. Digitalization allows business people to use electronic media to do transaction with all ease, speed and efficiency. The speed of technological development has not been matched by the rules and regulations that support and protect the parties involved in electronic transactions based on e-commerce and e-business. The legal protection in business transactions is very important because of the rapid development of internet-based business contracts.

Law No. 11 of 2008 concerning Electronic Information and Transactions and Government Regulation No. 28 of 2012 concerning Electronic Systems and Transactions Implementation are not enough to regulate the type of internet-based modern contracts, considering all electronic contract in the form of standard contracts that are vulnerable to imbalances that lead to injustice. Therefore, it needs to be studied more deeply related to balancing principles enforcement in the electronic standard contract. The emergence of electronic standard contract is a form of initiative by parties that need an

electronic contract related to internet technology-based business fields; this initiative does not conflict with the principle of freedom of contract as stated in Article 1338 of the Civil Code.

In conducting business activities, many parties that have legal relations between one and another use an agreement as an important instrument that bonds the relationship. The legal relationship is then agreed, initiated, confirmed and clarified by the direct signing of the agreement, the submission of the terms and conditions of the agreement and the submission of the common practices commonly carried out. The practice of implementing agreements among parties in Indonesia factually is more to approve or not to approve or to sign and not to sign as a form of agreement. Thus, the agreement made by the parties can also cause imbalances for the parties; ideally the agreement should place the parties in a balanced position. Agreements between parties which is in imbalanced position cannot guarantee justice.

Even though the physical form of electronic standard contract is different from other written contract, both have similarities, which are subject to the contract law, fulfillment of the legal conditions of the contract and in accordance with the principles of the contract. In the General Provisions concerning the contract which are regulated in the Civil Code,

the contract can be in the form of unwritten and written form. Article 1320 of the Civil Code regulates the validity of the contract, an contract must satisfy the following four conditions: 1) there must be consent of the parties without coercion, oversight or fraud, 2) there must be capacity; it is made by a person who is capable of legal action, 3) there must be a specific subject, 4) there must be an admissible cause.

The substance of the standard contract also uses standard clauses, the standard clause is specific provision or section that have been prepared and determined unilaterally in advance which must be fulfilled by other parties. In practice the standard clause aims at clearly defining the duties, rights and privileges that each party has under the contract terms. In practice the standard clause aims to protect those who provide certain business products.

Most of the electronic contracts are in the form of standard contracts that have been determined by the application service provider for partners-drivers and consumers, users can choose by clicking if they agree or not clicking the terms of the contract if they disagree. Although the use of e-standard contracts is common in the world of internet-based business, it still must not have conflict with the Civil Code and Law No. 8 of 1999 concerning Consumer Protection.

2 THE BALANCING PRINCIPLE IN CONTRACT

2.1 The Balancing Principle in Contract

One of principles in the contract is the principle of consensualism in which the agreement is deemed to have been formed at the time of consensus between the parties. This principle is contained in Article 1320 of the Civil Code. However, the formation of consensus is often accompanied by the absence of a balanced position from the parties. Therefore, in the contract there is a principle that is important, namely the principle of balance. This principle is not regulated in the Civil Code which is the legacy of the Dutch East Indies Government.

The balancing principle is the principle that requires both parties to fulfill and implement the agreement. Creditors have the power to demand achievement and if it is needed, creditors can demand repayment of achievements through the wealth of debtors, but debtors also bear the obligation to implement the agreement with good faith.

The balancing principle is based on the ideology which becomes the basic of Indonesian law. Pancasila and the 1945 Constitution are sources of values and reflect the perspective of Indonesian people. The Indonesian government is the representative and reflection of people and also maintains the direction of the development of legal order so that the benchmark of Pancasila and the 1945 Constitution value is maintained as an ideal that is to be embodied every time.

The balancing principle meaning can be understood as an ethical principle and a juridical principle, ethically the balancing principle can be interpreted in everyday language, the word "balanced" (even-wicht) refers to the meaning of a "state of sharing burden on both sides in a balanced state. In the context of this research, "balance" is understood as a state of silence or harmony because none of the forces at work dominate the other, or because not one element controls the other.

The idea of balance encourages balance spirit (evenwichtsgeest) in customary law, an admission of the equality of the individual's position with the community in a common life. The "balance" of inward, in character or soul, refers to the understanding of that there is no mental turmoil anymore, and the rapprochement or harmony has been achieved between the desire and the ability to fulfill it, or between emotional impulses and will. The potential of human abilities consciously manifested in the action of an action whose true consequences are desired to appear or directed at an improvement in living conditions. This means that the word "balance", on one side, is limited by will (which is raised by favorable considerations or profitable situation), and on the other side, by belief (of the ability to) manifest desired or consequences results, within the limits of both sides this achieved a balance that can be interpreted positively. In or through a promise, a person psychologically (psyche) places himself in a situation with the conviction that "as a result of profitable situations" logically can be strived for the desired outcome. Of course these wills and beliefs must be experienced as something that is truly worthy or logic. Otherwise, if someone imagines a condition that is "not feasible or illogical" (onredelijk), the risk that arises is disappointment for those who have that illogical shadow.

These situations bring us to the matter of contractual attachments that are worthy of being justified (gerechtvaardigde). At the same time this means that the promise between the parties will only be considered binding as long as it is based on the

principle of balancing relation between individual interests and the public interest or the balance between the interests of both parties as each party expects it.

Then, the balancing principle as a juridical principle can be explained that the principles of law are not only useful for solving new problems and opening new fields, but also it is necessary to interpret the rules in line with the principles underlying the rules in question. The principles are very important role in interpreting and interpreting the rules that can never fully cover all the problems that may arise, it's not only when facing difficult cases that we will return to the principle, but also in facing of the application of rules in general, it will play a role, even if it is only to just reaffirm the meaning that is related or given to the rule, Smits said. Regarding to the application of rules to certain cases, therefore it is necessary to find a benchmark based on the explanation and a description of the rules that can be given from the background of the principle, to then move on and reaffirm the meaning related to the rule. A criterion must be found, which is gained from where facts can be tested for their relevance to contract law (it refers to Indonesian contract law), so that each time the balancing principle that underlies an agreement between the parties can be a proper or fair juridical attachment.

Efforts in finding such criteria must begin by sorting out which facts in the contract can qualify as facts or conditions that give rise to legal engagement which in turn can be assessed and tested in relation to juridical attachments based on the balancing principles. The balancing principle in addition to having certain characteristics, it must also be consistently directed to the truth of logic and adequately concrete. Based on these considerations, the idea developed that the principle of balance could be understood as a principle that is proper or fair and subsequently accepted as the basis for juridical attachment in Indonesian contract law. For this reason it is very important to clarify the description of the origin of the principle of balance and to explain how the characteristics and principles of balance and answer the question of why this principle should function as a justification and juridical attachment to Indonesian contract law.

The balancing principle is a new principle in the formation of an contract in Indonesia that develops from western civil law. Herlien Budiono argues that there is a new principle in the law of contract, namely the principle of balance.

The Freedom of contract definition and the principle of *Pacta sunt servanda* in reality can lead to

injustice. The freedom of contract is based on the assumption that the parties of contract have a balanced bargaining position, but in reality the parties do not always have a balanced bargaining position. Standard requirements are always accepted by the opposite party without reading these requirements or knowing the contents in its entirety, that the determination of the standard contract on its use causes a very serious loss. An contract is a very important aspect of business activities that is carried out between individuals within a country as well as inter-company relations that are cross national borders. An contract exists with an contract between at least two parties involved. It can be ascertained that the contract is based on the freedom of contracting the parties concerned. The principle of balance cannot only be submitted its mechanism to freedom of contract, the principle of balance must be part of the principle of the law of contract. The balance includes the making of contracts, the contents of the contract and changes that may occur in the future and the implementation of the contract.

In connection with business agreements, even though it is based on an open system, but with consideration of efficiency, effectiveness and best practices, the majority agreement is made with standard agreement prepared by the creditor. Various business needs have available templates or electronic agreement standards to then be signed by the parties.

PT AKAB (Aplikasi Karya Anak Bangsa) is an application-based company that operates in 50 cities in Indonesia. The service categories are Go-Jek, Go-Life, Go-Pay. Go-Jek consists of Go-Jek, Go-Ride, Go-Car, Go-Food. Gojek provides transportation applications that use motorbikes, so that PT. AKAB makes an electronic agreement with the cooperation partners namely motorcycle owners using fixed templates. Such standard agreements are generally made with instruments of application forms and standard electronic agreement instruments. Likewise, electronic agreements are made between PT. AKAB and consumers of motorcycle gojek users.

It is known that generally what is meant by a standard agreement is an agreement that almost all of its clauses have been standardized by the users and the other party has basically no opportunity to negotiate or request changes. Only a few things which have not been standardized, for example concerning the type, price, amount, color, place, time and some other specific and agreed objects. In other words, the standard form is not standardized form but the clauses. Therefore, an agreement made

by notary deed, if it is made by a notary by clauses that only takes into account clauses that have been imposed by one party, while the other party has no opportunity to negotiate or request changes in clauses, the agreement made by notarial deed is also a standard agreement.

In its development, the standard electronic agreement has a negative effect on the debtor, which is in an unbalanced position; there is a tendency for exploitation from strong parties to weak parties such as banks and customers. If such legal issues are not immediately responded by law, then economic power will be concentrated in certain groups, too large economic concentrations can cause disruption and inhibit economic freedom for individuals.

The standard agreement does not provide the same bargaining position, for example in bank lending, banks as lenders have the power to determine requirements, but the dominant bargaining position in making the agreement will change if the credit funds have been disbursed, the position of the bank as creditor weakens because the funds have been controlled by the customers (clients) or debtor.

The provisions of an agreement may be inappropriate or unfair when the agreement is formed on an unbalanced relationship or condition. When such irregularities or injustices occur in an unbalanced party relationship then this condition is called Undue Influence (inappropriate influence). Whereas inequality occurs in an unbalanced state (not relationship), then this situation is called unconscionability (injustice).

The balancing principles is the starting point of the contractual attachment principles which is the justification of the binding power of an agreement. The developed balancing principles here is a new concept as extracted from of Indonesia's typical way of thinking that is the principle of balance based on real ideal rights factors which in turn is sourced from a family perspective, help and mutual support. Characteristics of national law are kinship, mutual support, and mutual assistance, unity of formality, and justice and legal certainty. The treaty which embraces the principle of balance of course emphasizes justice; justice is one of legal goals. Legal objectives are not only justice, but also legal certainty and benefits. It is appropriate that the promises among the parties are considered binding as long as it is based on the principles of balancing relationship between individual interests and the public interest or the balance between the interests of both parties as expected by the parties.

2.2 Electronic Contract (e-Contract)

E-contract is any kind of contract formed in the course of e-commerce by the interaction of two or more individuals using electronic means, such as a e-mail, the interaction of an individual with an electronic agent, such as a computer program, or the interaction of at least two electronic agent that the programmed to recognize the existence of a contract. The uniform computer information transaction act provides rules regarding the formation, governance and basic term of an e-contract. Traditional contract principles and remedies also apply to e-contracts.

Many transactions and other forms of trade are now conducted electronically, for example most people will at least be familiar with Go-Jek Application and on line shops. More and more business is now done electronically, often with the parties never physically meeting each other.

An electronic contract is a standard contract that is designed, created, defined, duplicated and disseminated digitally through a website unilaterally by the contract maker (business actor) to be closed digitally also by the closing of the contract. In addition, there are also those who use the term on-line contract (on-line contract), namely an engagement or legal relationship conducted electronically by integrating a network of computer-based information systems with a communication system based on networks and telecommunications services (telecommunication based), facilitated by the existence of a global internet computer network. It also can be defined that e contract is an contract between two or more parties that is carried out by using computer media, gadgets or other means of communication through the internet network.

Electronic contracts use digital data instead of paper, as described in Law No. 11 of 2008 concerning electronic information and transactions, Article 1 number 17, electronic contracts are contracts between parties made through electronic systems. Electronic system: a set of electronic devices and procedures that has function to prepare, collect, process, store, display, collect, send and disseminate electronic information.

In the electronic standard contract, there are several characteristics including: electronic contracts can occur based on the internet, parties do not meet face to face, standard clause contracts are made by business actors, the contents of the contract cannot be changed by the user. Electronic contracts are included in the category of nameless contracts (innominaat), namely contracts that are not regulated in the Civil Code but exist and are carried out in the

community. Likewise with the electronic standard contract, it appears and is used in society because of the development of information technology and the demands of transaction and business needs. However, it must remain subject to Article 1320 of the Civil Code concerning the legal requirements of the contract and also has the legal power as a law for the parties who make it (*pacta sunt servanda*: Article 1338 of the Civil Code).

The plenty frequency and routine transactions become the reason for PT. Gojek to prepare a standard electronic agreement so that it can be filled and agreed quickly by potential partners and immediately decided by providing electronic facilities. Such conditions allow the exploitation of PT. Gojek to motorcycle owner partners, it is important to reinterpret the existence of the principle of freedom of contract to adjust to the development of electronic contracts. The principle of contractual freedom should no longer be understood in terms of absolute, but relative. Contractual freedom can be applied when the position of the parties is balanced or at least in the legal setting.

In Go-Jek application for partners, a partnership contract is attached, one of the contents of the contract is as follows: this cooperation contract is effective from June 1, 2017. Hereby the partners give approval for the terms and conditions listed in this contract by way of clicking on the electronic agreement on this contract, accessing and using the go-jek application, the partner will be interpreted as agreeing to be bound by requirements, which is a contractual relationship between partners, Go-Jek and PT. AKAB. Therefore, after the partner clicks, the obligation in the contract must be adhered to along with every policy in terms of the requirements, and the use of the Go-Jek application. PT Go-Jek has another contract with PT. Paket Anak Bangsa (PAB) and PT. Dompot Anak Bangsa (DAB). Partners (drivers) if they agree to a contract with PT. Go-Jek, they are automatically bound by a contract with PT. PAB in connection with each postal service carried out by partners. They also contracted with PT. DAB relates to every use of electronic money systems in service providers that are carried out through applications. If the partner does not agree with automatic attachment with PT. PAB and PT. DAB, the partners may not access or use the Go-Jek application. If the partner does not approve PT. Go-Jek, he can immediately stop using the application.

Based on the example above it can be concluded that electronic agreements make conventional agreements face to face to be an act of clicking. By clicking on the agreement electronically, accessing

or using it is interpreted as agreeing to be bound by the terms, including attachments to other parties connected to PT. Go-jek. This electronic contract also includes approval if there are changes and additions to the terms and conditions that will come; the notification is delivered electronically as well. PT Go-Jek grants some rights to partners in the form of limited licensing, but non-exclusive, non-sub licensable, irrevocable and non-transferable for partners' interests and personal use.

C. Relations and Legal Effects for Parties in e-Contract

One of the companies engaged in providing applications for motorcycle transportation services is PT. Aplikasi Karya Anak Bangsa (AKAB) as the owner of the Go-Jek trademark. The legal relationship between PT. AKAB as an entrepreneur of application services with drivers is a partnership relationship based on a partnership contract. The contract is in the form of an electronic standard contract (e-standard contract). The contract is about partnership relations, the legal protection for driver-partners is not legal protection as in the labor contract, but protection as a party in a partnership contract.

Legal relation in the form of exchange of services between service providers and service users is done by exchanging data through media that is intangible or virtual (internet). Regulations regarding electronic contracts (e-contracts) are set forth in Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions Article 47 paragraph (2) describes the legal requirements for electronic contracts in accordance with those stipulated in the Civil Code Article 1320. Electronic contracts made with standard clauses which must be in accordance with laws and regulations.

3 DISCUSSION

An electronic standard contract carried out by a Limited Liability Company (LLC) of motorcycle transportation application service provider is a partnership contract, it doesn't contain elements of orders and wages., an contract that is implemented between businesses to need each other to obtain profits. In its development this contract raises various contracts including network-based contracts (e-contract). Partnership contracts cause personal responsibilities related to transportation means, for

example, replacement of spare parts is the responsibility of the driver partner. While the LLC is responsible for providing application services in the form of technical support for partner-drivers related to consumers.

The electronic standard contract (e-standard contract) object is information or non-physical services, where the party communicates through the internet network. As an example, an contract made by PT. AKAB with the driver-partner, after making a communication then the electronic standard contract is sent, if it has been approved by the partner, PT. AKAB will send information or services that are the object of contract through the internet. The contract is accompanied by a license of click wrap and shrink wrap, 8Software downloaded through the internet is usually sold with a click wrap license. The license will appear on the buyers' screen or monitor at the first time of software installation. Prospective buyers are asked about their willingness to accept the license terms, they are given an alternative accept or don't accept option.

The contract is a very important matter because the parties did not meet directly, so arrangements are needed regarding when the contract is considered to be occurred. The theory that can be used to determine the existence of an contract is the will theory that an contract occurs when the willingness of the recipient is stated.

In essence this electronic contract is a legal agreement, as long as agreed by the parties in an electronic media system that has been certified as provided for in articles 13 - 16 of the Electronic Telecommunications Information Law (ETI Law). This is a preventive effort in terms of law so that people do not cheat by making a statement that electronic agreements are not valid because they are not stated specifically by the law related to the contract. In the case of an electronic agreement, the parties in making a contract must both provide and request fulfillment of their rights and obligations to other parties so that the fulfillment of needs is obtained. This is different from conventional contracts that emphasize negotiation and agreement of the party making the contract. Regarding when the time request and offer of the ETI Law stipulate that the time of delivery is when the information has been sent to the destination address, while the time to receive information is when the information enters the electronic system under the recipient's control. The difference in time is very likely to occur in the electronic transaction process that is followed by electronic contracts, because that happens depending on the quality of the electronic network

facilities. Information recipients are responsible for having an initial monitoring of the electronic system, whether it has been notified or not.

The exoneration clauses in the partnership contract between PT. AKAB, Owners of trademarks Go-Jek, Go-Car, Go Food and other application-based services, Owners of trademarks Go-Jek, Go-Car, Go Food and other application-based services, with the partner-driver cause the contents of the contract followed by its implementation to be unbalanced. This is the basis for PT. AKAB to free itself from responsibility for losses suffered by the driver-partner in relation to the use of the Go-Jek application by the driver, as well as losses suffered by consumers in relation to transportation services carried out by the driver-partner through the Go-Jek application. The exoneration clause puts the partner-driver in a weak position compared to PT. AKAB as the owner of Go-jek trademark. Go-Jek is a social-minded technology company that aims to improve the welfare of workers in various informal sectors in Indonesia. GO-JEK activities are based on 3 core values: speed, innovation and social impact.

Thus the electronic standard contract does not fulfill the principle of balance in the contracts contents and implementation. The legal consequences of the exoneration clause in the electronic standard contract are null and void because it contradicts Law No. 8 of 1999 concerning Consumer Protection. Contracts that are contrary to the law do not meet the objective requirements of the legal contract namely causal law, which results in the contract being null and void. Considering that the legal conceptual of the electronic standard contract is still relatively new, new latest provisions are needed as positive laws which focus on:

1. A balanced relationship between business actors, users (partners) and consumers, especially the provision of opportunities and broader negotiation space for partners as well as consumers in the electronic standard contract offered by business actors.
2. Enforcement of three clicks in the deal of electronic standard contract, namely:
 - Click 1 prospective partner see the display of the offer
 - Click 2 prospective partners give acceptance of the offer
 - Click 3 requirements for confirmation and approval from PT. AKAB to partners about receiving acceptance from prospective partners.

The directive ensures that persons who enter into on line contracts will have certainty as to the legal consequences of the contract and will further create and environment of trust. There is legislation that contains consumer protection and also that documents be in writing and the directive that such contracts are valid if they are made through the internet.

The opportunity to harmonies the rules on contract forming arose with the requirement to harmonies the requirement for online contracts. The problem in this regard is that there is no uniformity in Indonesia in relation to the formation of electronic contract.

Agreeing contracts electronically can be a risky business if the parties don't get the right process, readers to ensure electronic contracts are safe and secure. It seems, that there's less and less formality in all aspects of business these days. However aided by advances in technology, this informality is creeping into the world of contract law, and this can cause problems if one of parties not careful.

4 CONCLUSION

Electronic standard contracts must be agreed upon by the parties and if there is a change in the contents of the contract there must be a deal as a form of the balancing principles enforcement in determining the contents of the contract. In the case of exoneration clauses, for example: agree with any changes that will occur in the future, it needs a regulation that specifically regulates the exoneration clause in the form of an electronic contract so that application service providers as contract makers still pay attention to balancing principles as a sign that it does not violate the interests and does not cause harm or loss to other parties.

Indonesia did not go far enough to harmonies the moment of contract and directive that deals with online contracts. Only provide for the procedure of contracting online. The differences between the civil law systems still exist and the citizen of different member state will still not be sure when the contract has come into existence. Snijders argues that policy of the directive supports the civil law receipt theory and the offeree chooses the medium and is the best positioned to insure against risks. There should be restrictions to include certain standard clauses in electronic contracts to prevent misuse of circumstances by parties who have a stronger position which will ultimately harm consumers.

REFERENCES

- Tami Rusli, Hukum Perjanjian yang berkembang di Indonesia, Anugrah Utama Raharja (Aura) Printing&Publishing, Bandar Lampung, 2012.
- Herlien Budiono, Herlian Budiono, Asas Keseimbangan bagi Hukum Perjanjian Indonesia, (Bandung : Citra Aditya Bakti, 2006).
- Sylvia Christina Aswin, Tesis, Keabsahan Kontrak dalam Transaksi Komersial Elektronik, PPS UNDIP, Semarang, 2006.
- Cita Yustisia Sefiani dkk, Buku Pintar Bisnis On-Line dan Transaksi Eletronik, Gramedia Pustaka Utama, Jakarta, 2013.
- Electronic Contract Dokument beetwen PT. AKAB and Driver Work Partner, 2017
- Snijers H. J., Weatherill S.R. E Commerce Law: National and Transnasiona Topics and Perspectives, 2003, Kluwer law International
- Ahmadi Miru & Sutarman Yodo, Hukum Perlindungan Konsumen, Raja Grafindo Persada, Jakarta 2004.
- Donnie L. Kidd, Jr. & William H. Daughtrey, Jr. Adapting Contract Law to Accommodate Electronic Contracts: Overview and Suggestions, Rutgers Computer and Technology Law Journal Copyright (c) 2000 Rutgers Computer and Technology Law Journal 26 Rutgers Computer & Tech. L.J. 215 (2000)
- Jennifer E. Hill, The Future of Electronic Contracts in International Sales: Gaps and Natural Remedies under the United Nations Convention on Contracts for the International Sale of Goods, Northwestern Journal of Technology and Intellectual Property Volume 2 Issue 1 Fall, 2003.
- Adrian F. Ndunguru, Legal Aspects of the Formation of Electronic Contracts in Tanzania: A Case Study of Tanzania-Japan Business Relationship, urnal of Economics and Sustainable Development www.iiste.org ISSN 2222-1700 (Paper) ISSN 2222-2855 (Online) Vol.7, No.19, 2016.
- David P. Weber, Restricting the Freedom of Contract: A Fundamental Prohibition, Yale Human Rights and Development Journal: Vol. 16: Iss. 1, 2013.
- Tedoradze Irakli, The Principle of Freedom of Contract, Pre-Contractual Obligations Legal Review English, EU and US Law, European Scientific Journal, Vol.13, No.4, 2017.
- Keith Hyams, Equality, Responsibility, and the Balance of Interests journal of Social Philosophy, Vol. 44 No. 4, Winter 2013.
- James R. Maxeiner, Standard-Terms Contracting in the Global Electronic Age: European Alternatives, Yale Journal of International Law Volume 28 Issue 1, 2003.
- Agus Yudha Hernoko, Keseimbangan Versus Keadilan dalam Kontrak (Upaya Menata Struktur Hubungan Bisnis dalam Perspektif Kontrak yang Berkeadilan). Universitas Airlangga, Surabaya, 2010.