
Juridical Analysis of Car Rental Agreements (Study at PT. Persada Solo)

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ABSTRACT

Relations between humans in the era of globalization are very urgent, especially in activities to fulfill their needs. Humans, in order to fulfill life's affairs, are obliged to maintain social activities between humans. This form of interaction can also take the form of legal action. Legal relationships are relationships regulated by law. The relationships regulated in this law are the relationships between the rights and obligations of state residents, between individuals and citizens, and with other people in social life. Agreements can be made by anyone who has an interest in making an agreement, and each party has the authority to make an agreement, unless the law determines that they do not. Failure to speak is defined in article 1330 of the Civil Code. The writing model used in this article is normative legal review, namely research carried out by examining various legal provisions of various forms such as laws, regulations and literature containing theoretical principles which are then linked to the discussion of this journal. The strategy used is a statutory approach and then a conceptual approach. In the PT Persada Solo agreement, it is a valid agreement but there is a party who must compensate for losses in this incident, someone must replace the damage to the car. And you can choose which route to take, whether through court or non-litigation. The agreement with PT Persada Solo is regulated by several rules in Indonesia, for example article 1313 of the Civil Code, Government Regulation no. 41 of 1993 concerning Road Transport as well as Article 1548 of the Civil Code essentially means renting. In essence, the legal cause of legal action is that sanctions are imposed on those who are found guilty or have violated the agreement.

Keywords: Agreement, Lease, Trial.

INTRODUCTION

Relations between humans in the era of globalization are very urgent, especially in activities to fulfill their needs. Humans, in order to fulfill life's affairs, are obliged to maintain social activities between humans. This form of interaction can also take the form of legal action. Legal relationships are relationships regulated by law. The relationships regulated in this law are the relationships between the rights and obligations of state residents, between individuals and citizens, and with other people in social life.

People in their daily lives will not be left without legal actions, one of which is making a contract or agreement that can be held accountable by all parties and one example of an agreement is a lease.

Economic activities carried out by the community to fulfill needs in the form of goods and services. In economic activity, one of the most important features is facilities, because facilities can be a means of supporting society to increase business productivity, so the need for facilities has now become a real need. necessary for economic activities. both urban and rural.

One means of transportation that is often preferred by the public is transportation on the highway. Transportation or vehicles are very necessary because if transportation is good then the speed of an area will increase faster and progress economically. And because of that, transportation is very necessary for the progress of a region, both city and village. This transportation also has the function of moving people or goods from their initial destination to their destination in order to change their value to support development. Apart from that, transportation can also speed up the flow of services and methods from origin to destination, create new jobs for the community and develop national industrial activities which

can become currency or strong income for the country's finances.

There are various types of transportation in Indonesia, one of which is the car. A car is a four-wheeled vehicle that is driven by an engine that uses oil, petrol or diesel fuel.¹ A car is a luxury item and is very expensive so not everyone can have a car as their personal property. As a result, many people or business units have built car rental agencies that can support people who don't have a car to enjoy the function and comfort of a vehicle.

Car rental is a provider of car rental services through daily rentals or contracts with drivers or drivers without owners, the use of rental cars can be developed as a breakthrough. Transportation facilities used for rental activities are also subject to a fee or rental rate for the vehicle or vehicle being rented at a rental rate mutually agreed between the renter and the vehicle rental contractor. Car rental is one way out of current problems, rental prices are economical for all groups, comfortable and reasonable to use, so the car rental business is now a big, promising business.

Cars are a means of transportation used by many people, both for personal and professional activities. However, for some people it is difficult to own a car because they feel it is very expensive. This issue is also felt by the people of the city of Surakarta, only a few people own and drive cars to work or travel somewhere. Therefore, the existence of car rental services in the city of Surakarta is said to be able to benefit the lower middle class for personal or public purposes in daily activities and for holiday events in the city.

The definition of agreement referring to article 1313 of the Civil Code is: An act by which one or more people bind themselves to one or more people.

Agreements can be made by anyone who has an interest in making an agreement, and each party has the authority to make an agreement, unless the law determines that they do not. Failure to speak is defined in article 1330 of the Civil Code, namely:

Minors; Those placed under protection; Women, in cases determined by law, and in general all persons who are prohibited by law from carrying out certain arrangements.

There are various types of agreements in daily practice, including sales agreements, rental agreements, barter agreements, loan agreements, etc. A rental agreement is one of the agreements that people make in their lives. According to Mr. Isa Arief, a rental contract is a contract in which one party is obliged to give the right to enjoy an object to another party at a price paid by the other party. Meanwhile, the meaning of rent is stated in article 1548 of the Civil Code as follows:

A lease is a contract in which one party undertakes to grant another party the right to use an asset for a specified period of time and subject to payment of a price that the other party is willing to pay.

Leasing contracts are often used by parties in general because the presence of leasing can help both parties, both the lessee and the lessor, benefit each other. The lessee can benefit from the profit from renting goods, and the lessee can benefit from it by accepting the rental price that has been notified to him by the lessee. There are many goods or objects that are rented, for example electronic goods such as computers, projectors, game consoles and others, while means of transportation for example motorbikes, cars, buses, ships and planes etc. Rental subjects are not only electronic goods and transportation equipment, but other equipment such as generators, tractors and other heavy equipment which can also be objects of daily life, but in reality transportation equipment is an object that is often used in rental contracts, especially vehicles. motorized. vehicles, especially cars.

Motorized vehicles are not only valued when purchased, but can also be valued using a rental system. This lease is basically the same as buying and selling, except that in a sale and purchase contract, the goods or items agreed upon can become the property of the buyer after the buyer hands over the agreed amount to the seller, whereas in this lease the goods or items have been agreed upon. does not belong to the lessee but only for the period agreed upon by the lessee and the lessee. Rental agreements are generally consensual, namely:

¹ Maulana Ibrahim, *Penyelesaian wanprestasi pada perjanjian sewa-menyewa mobildi rental AR Malang tinjauan komplikasi hukum ekonomi syariah*, Pusat Perpustakaan, 2016.

Binding when an agreement is reached on the main elements, namely goods and prices. He also understands the nature of the needs of each party involved in it, the owner will definitely ask for the terms and obligations given to be complied with. However, in reality, there are many inequalities. These injustices include, in particular, debtors or tenants not paying, debtors paying late, debtors not paying as they should.

In motor vehicle rental contracts, especially cars, the renter shows enjoyment of the goods in the contract, the renter signs the contract, as well as proof of payment of the rental fee. Rent is paid in full at the time of signing the agreement. The rental period does not have special rules, namely depending on the tenant's own wishes, the tenant will pay per hour or per day, or even more. Rental payments are made in full at the time of signing the contract and a guarantee is made dependent, in this case the guarantee included in the contract is the car with documents and proof of the renter's identity card.

There is a written agreement between the parties because the lease has a large value. This written agreement also has a vital function because with the presence of a written agreement it will be easy for each party to know the rights and obligations of each party and apart from that, it will also make it easier to prove if there are problems between the two parties. parties, this is also necessary to avoid deviations from what has been agreed upon by both parties in the contract document in the contract implementation process.

This problem also arises, among other things, if there is loss or misuse. If a loss occurs, part or all of the rented vehicle may be lost from the renter and this transfer can occur if the renter uses it as collateral for a debt and actually often occurs if the vehicle/vehicles are not returned within the specified time period. promised. This situation will certainly cause losses for the renter, including loss of time and also loss of property being rented.

The economic body considers the car rental business as a very suitable activity to develop in the city of Surakarta like this. The services provided by the Cars rental house not only rent out cars, but also rent out cars with drivers.²This case is very useful for people who cannot drive properly and without a Class A driving license (SIM-A). Car rental locations provide this service under valid legal rental agreements. The agreement used is a written agreement that has been standardized by a commercial agent, also known as a Model Contract. A standard agreement is an agreement determined unilaterally by a trading agent that contains standard terms. There are other contracts or agreements that are required to fulfill the legal requirements of the agreement, in particular agreements, skills, certain things, and legitimate causes, as defined in article 1320 of the Civil Code. By implementing the four conditions for the entry into force of the agreement, say, an agreement becomes valid and legally binding on the parties involved.

Litigation is a relationship regulated by law where in the relationship there are rights and obligations attached and if these rights and obligations are violated then they can be handled according to law. Sanctions can take the form of fines, including payment of money for non-compliance with rights and obligations, or punishments, including those involving court and prison.³

In practice, in a car rental/car rental agreement problems may arise, both from the subject of the agreement and from the parties entering into the agreement. It is interesting for the author that he has the object that will be used. as a lease subject, this will of course involve parties in management. Here, the lessor will face various legal issues related to the car/car rental contract. Indeed, in this car/car rental agreement, the renter does not really understand the importance of maintaining the rental contract so that the renter can prove the renter's identity and guarantee to anticipate renter violations such as late payments. vehicle, damage to the vehicle or even loss of the vehicle by the renter intentionally or unintentionally.

² R riyanto, mauludin, *Artikel Ilmiah SI/MI Sistem Informasi Penyewaan Kendaraan Pada Rental Mobil NovazirkBerbasis Web*, Eprint.unikom,2018,2-6.

³ ADCO LAW, *Ap aitu Litigasi dan Keuntungannya*, <https://adcolaw.com/id/blog/apa-itu-litigasi-dan-keuntungannya/>, diakses pada tanggal 1 Maret 2023.

Therefore, the author is interested in writing down the essence of the case regarding the rights and obligations of the parties in a car rental agreement at PT. Persada Solo and what if there is a default on the PT rental agreement. Persada Solo.

RESEARCH METHODS

The writing model used in this article is normative legal review, namely research carried out by examining various legal provisions of various forms such as laws, regulations and literature containing theoretical principles which are then linked to the discussion of this journal. The strategy used is a statutory approach and then a conceptual approach. Primary legal material originates from the legal provisions governing agreements in Indonesia. Secondary legal materials come from various studies such as books, journals, scientific works, articles, edits from the internet, views of experts (experts), and other literature that is appropriate to the legal thought to be studied.

RESULTS AND DISCUSSION

An agreement is explained in article 1313 of the Civil Code which states that an agreement is an act of one person, binding himself to one or more parties. Implementation of agreements is an action that has been carried out by various communities to fulfill their daily life affairs. In the realization of this rental agreement, all parties will definitely get benefits, for example getting the fulfillment of the affairs of an object, then the other party will definitely get benefits in the form of monetary rewards or other benefits equivalent to what is implemented in the terms agreed in the agreement.

Rentrenting is explained in article 1548 of the Civil Code, in essence, renting is an agreement between a party or several parties, with the essence of the other party binding themselves with the other party to hand over an item to the other party within a regulated time period, then there is a mandatory financial payment. agreed or agreed to by the final party.

An agreement to use an object for some time, whether to move it or not, with a certain payment as stated in the agreement, is an explanation of the rental agreement. A standard agreement is an agreement that is used as a reference or used as a guideline for each consumer who will have legal relations with other parties. The characteristics of the standard agreement itself are:

1. It is determined unilaterally by the party whose situation is stronger
2. The community does not participate together in determining the contents of the agreement
3. Supported by the debtor being cornered to accept the contents of the agreement
4. Certain shapes are prepared in advance en masse and are effective

In essence, renting must be carried out from a certain time, even though renting without a certain time is not allowed. The lease does not end on the death of the renting party. Likewise, this is because the goods being rented change hands.

The parties to this agreement are also the renters and lessees. The legal relationship in the rental agreement is only limited to what is stated in the agreement.

Rent a car at CV. Persada Solo, between the renter and the renter, must think about the validity of the agreement.

<p>Conditions for the validity of the agreement:</p> <ol style="list-style-type: none"> 1. agreement between the parties, 2. the ability to make agreements, 3. a certain subject matter 4. something halal.⁴ 	<p>Then in the agreement PT Persada Solo has fulfilled the validity of implementing the agreement referring to the rules of article 1320 of the Civil Code.</p>
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⁴ Prof. Subekti, 2002, *Hukum Perjanjian*, Jakarta: Intermedia.

Referring to the agreement that has been implemented with PT Persada Solo, the agreement has fulfilled the requirements for making an agreement referring to Article 1320 of the Civil Code. And in the chapter on the skills of both parties, it can be seen from the rules of Article 1330 of the Civil Code, namely:⁵ Those who are not capable of making an agreement are;

1. immature children;
2. people placed under guardianship;
3. women who have married in cases determined by law and in general all people who are prohibited by law from making certain agreements.

Looking at the identities of both parties, it can be said that both parties are capable of making an agreement according to the provisions of the rules above.

What is meant by certain things in the terms of an agreement in order to be declared valid is the object of the agreement, namely achievement, for example giving something, doing something, or not doing something as stated in Article 1234 of the Civil Code.⁶

A certain thing is mentioned in article 1320 paragraph (3) of the Civil Code, where an agreement must have as its subject an object (zaak) whose type is at least specified. When renting a car at CV. Persada Solo has fulfilled certain requirements because this car rental at least includes the type and type of car provided for the rental.

A lawful cause is contained in article 1320 paragraph (4), namely one that does not conflict with the law, morality and public order. In this case, the car rental agreement is not a prohibited agreement and does not conflict with law, morality and order.

There are also other rules laid out in the car rental agreement at CV. Persada Solo between the car renter and the car renter, including:

1. These regulations regarding rentals are implemented and accepted for a period of 1 (one) month, starting from January 12, 2022 and ending on February 12, 2022.
2. Regulations regarding after this period of time has expired, this lease can be extended for a period of time and with terms and conditions that will be determined in a separate Agreement Letter.
3. Regulations regarding rental prices for VEHICLES for the entire rental period amount to Rp. 12,000,000.00 (Twelve Million Rupiah) the entire amount of which will be paid by the SECOND PARTY simultaneously at the same time as signing this Agreement.
4. Regulations regarding before the rental period as written in article 1 paragraph 1 of this Agreement Letter ends, the FIRST PARTY is absolutely not permitted to ask the SECOND PARTY to end the contract period or hand over the VEHICLE back to the FIRST PARTY, unless there is an agreement between both sides.
5. Regulations regarding the FIRST PARTY for this rental are not permitted to collect additional rent from the SECOND PARTY for any reason or pretext.
6. Regulations regarding the FIRST PARTY handing over the VEHICLE to the SECOND PARTY after signing this Agreement Letter along with the Vehicle Registration Certificate (STNK) of the VEHICLE in question.

Furthermore, the provisions related to the rights and obligations between the parties in a car rental agreement are stated in the Civil Code, namely:

1. The obligations of the party renting out the car are contained in article 1550 of the Civil Code "The party renting out due to the nature of the agreement and without the need for a promise, is obliged to;
 - (1) Hand over the rented items to the lessee;
 - (2) Maintaining the item in such a way that it can be used for its intended purpose;
 - (3) Gives the lessee the right to enjoy the rented property in peace during the term of the lease."

Article 1551 of the Civil Code "The renting party is obliged to hand over the leased goods in a state

⁵ Bernadetha Aurelia Oktavira, S.H., *Ini Syarat sah Perjanjian dan Akibatnya Jika Tak Dipenuhi*, <https://www.gramedia.com/literasi/cara-menulis-footnote/>, diakses pada tanggal 1 mei 2023.

⁶ Ibid.

that is well preserved. During the rental period, he must order the necessary repairs to be made to the leased property, except for repairs which are the lessee's responsibility."

Article 1552 of the Civil Code "The renting party must cover the lessee for all defects in the rented item which hinder the use of the item, even though the renting party himself does not know about it at the time the rental agreement is made. If these defects have caused a loss to the lessee, then the renting party is obliged to provide compensation."

2. Meanwhile, the obligations for the lessee are contained in article 1560 of the Civil Code "The lessee must fulfill two main obligations:

- (1) use the rental property as a good head of household, in accordance with the purpose of the object according to the rental agreement or, if there is no agreement regarding this matter, in accordance with the purpose of the object according to the circumstances;
- (2) pay the rental price at the specified time."

Article 1562 of the Civil Code "If a dispute has been made between the lessor and the renting party regarding the item being rented, then the latter party is obliged to return the item in the condition it was in when the item was received according to the explanation except for that which has been destroyed or reduced in value as a result. from the aging of goods or as a result of unintentional and unavoidable events."

Article 1563 of the Civil Code "If no explanation is made then the lessee, regarding the maintenance which is the burden of the lessee, is deemed to have received the rented item in good condition, unless proven otherwise and he must return the item in the same condition."

Article 1564 of the Civil Code "The lessee is responsible for all damage caused to the rental item during the rental period, unless he proves that the damage occurred outside of his fault."

Then the provisions regarding the rights and obligations of all people in the CV car rental agreement.

Persada Solo includes:

1. THE SECOND PARTY has the full right to use the VEHICLE he rents with this Agreement.
2. Considering that the VEHICLE has been held by the SECOND PARTY as a renter, the SECOND PARTY is therefore fully responsible for maintaining and maintaining the integrity and good condition of the VEHICLE as best as possible at the SECOND PARTY's own expense.
3. If this rental agreement ends, the SECOND PARTY is obliged to hand over the VEHICLE back to the FIRST PARTY in a road condition, well maintained and in complete condition as when the SECOND PARTY received it from the FIRST PARTY.

First Party Rights	Obligations of the second party
<ol style="list-style-type: none"> 1. Receive vehicles in the form of cars. 2. Use a vehicle in the form of a car during the appointment time. 	<ol style="list-style-type: none"> 1. Maintenance of vehicles in the form of cars. 2. Return of the vehicle in the form of a car after the agreement expires. 3. If damage occurs, it must be repaired.
First Party Rights	First Party Obligations
<ol style="list-style-type: none"> 1. Get paid for vehicle rental in the form of a car. 2. Get the car returned in running condition, in good condition and complete as before. 	<ol style="list-style-type: none"> 1. Delegating a vehicle in the form of a car to a second party. 2. Providing a car of good quality to the second party.

So what is the balance in this agreement? Is it balanced or fair? For the contents of the PT Persada Solo rental agreement, that this agreement is fair and balanced refers to the rules of article 1550, article 1551, article 1552 of the Civil Code regarding the rights and obligations of both parties.

Liability in a car rental agreement exists if one party commits a violation or carries out activities that are not in line with the provisions stipulated in the car rental agreement which is still in process and results in one party suffering loss. The presence of a violation creates responsibility, both for the violation and for unlawful acts.

1. Default

In article 1243 of the Civil Code, there is a legal responsibility for default, "Compensation for costs, losses and interest due to non-fulfillment of an obligation begins to be required, if the debtor, even though he has been declared in default, still fails to fulfill the obligation, or if something must be given or done can only be given or carried out at a time beyond the specified time." Default is negligence or negligence or is a situation where the renter, in this case the car renter, does not fulfill his promise or does not fulfill it as he should and all of this can be blamed on him.

Implementation of a car rental agreement between the renting party, namely CV. Persada Solo and car renters often find that the renter is late in returning the car he rented, with this incident CV. Persada Solo experienced losses, this situation could be said to be an act of breach of contract, because it did what it promised but was late, thus a legal responsibility arose in the form of compensation for fines as stated in article 1243 of the Civil Code.

Furthermore, it is not uncommon to find damage to the car as a result of the renter's use of it during the implementation of the car rental agreement due to his negligence or negligence which causes losses suffered by the renting party, this is an act of breach of contract, not carrying out what is permitted to be implemented, so that based on the article 1243 of the Civil Code as mentioned above, the lessee must be responsible for any damage that causes loss to the renting party.

If one of the parties to the CV car rental agreement. Persada Solo, both the renter and the party who provided the car rental with compensation for the loss, still feel burdened and the party who feels burdened can file a lawsuit for renting the car on the basis of breach of contract to the District Court.

2. Act against the law

In article 1365 of the Civil Code, it is stated regarding unlawful acts, namely "Every unlawful act (onrechtmatige daad), which brings loss to another person, requires the person whose fault it was to cause the loss, to compensate for the loss." It can be said that an unlawful act is an act or action carried out by one of the parties that is contrary to statutory regulations and causes harm to another person.

Regarding the aspects listed in the PMH, namely:

- 1) The car renter in the CV car rental agreement. Persada Solo rents cars from renting parties. If there is an action or deed, namely renting a car, which results in an unlawful act, such as damaging the car, or losing the rental car, which causes losses to one of the parties, then the party causing the losses must be responsible by compensating the injured party. Therefore, it fulfills the elements of an unlawful act, namely the existence of an act or action.
- 2) The renter deliberately lost or embezzled the car which was the object of rental, and by this action he caused losses to the party who rented the car at CV. Persada Solo. This kind of thing is an unlawful act because the perpetrator has an element of error.
- 3) The renter intentionally damages the car rented by the party renting the car. This error causes losses for the party renting the car, because the renter does not have good faith, shows carelessness, and violates previously determined rules. Therefore, the lessee, based on article 1365 of the Civil Code, must compensate for losses, or the renting party can sue the lessee or the party who caused the loss based on the unlawful act to the District Court.

CONCLUSION AND SUGGESTION

Agreements are explained in article 1313 of the Civil Code which explains that an agreement is an act in which one or more people bind themselves to one or more parties. Implementation of agreements is an action that has been carried out by various communities to fulfill their daily life affairs. An agreement to use an object for some time, whether to move it or not, with a certain payment as stated in the agreement, is an explanation of the rental agreement. A standard agreement is an agreement that is used as a reference or used as a guideline for each consumer who will have legal relations with other parties. In essence, renting must be carried out from a certain time, while renting without a certain time is not

allowed. The lease does not end on the death of the renting party.

Furthermore, it is not uncommon to find damage to the car as a result of the renter's use of it during the implementation of the car rental agreement due to his negligence or negligence which causes losses suffered by the renting party. This is an act of breach of contract, namely, not doing what he was promised to do, so based Article 1243 of the Civil Code mentioned above, the lessee must be responsible for damage that causes loss to the renting party. If one of the parties to the rental agreement rents a car at CV. Persada Solo, both the renter and the party who rented the car with compensation for the loss still feel aggrieved, so the party who feels aggrieved can file a lawsuit for renting the car on the basis of breach of contract to the District Court.

1. The car renter in the car rental agreement at CV. Persada Solo rents cars from renting parties.
2. The renter deliberately lost or embezzled the car which was the object of rental, and by this action he caused losses to the party who rented the car at CV.
3. The renter intentionally damages the car rented by the party renting the car.

In the PT Persada Solo agreement, it is a valid agreement but there is a party who must compensate for losses in this incident, someone must replace the damage to the car. And you can choose which route to take, whether through court or non-litigation.

The agreement with PT Persada Solo is regulated by several rules in Indonesia, for example article 1313 of the Civil Code, Government Regulation no. 41 of 1993 concerning Road Transport as well Article 1548 of the Civil Code essentially means renting. In essence, the legal cause of legal action is that sanctions are imposed on those who are found guilty or have violated the agreement.

REFERENCES

1. Abdulkadir, Muhammad. 1990. *Hukum Perdata Indoneisa*, Bandung: Citra Aditya.
2. Abdulkadir, Muhammad. 2004. *Hukum dan Penelitian Hukum*. Bandung: PT. Citra Aditya Bakti.
3. Agi Cl. Force majeure pada hukum kontrak(perjanjian) Indonesia. *Veritas Et Justicia*.2015;1(1):145.
4. Alesasandro S. Maternal surrogacy and reproductive tourism in Thailand: A call for legal enforcement. *Legal Journal*.2016;8(16): 21-25.
5. Allison L S. Thailand ban on commercial surrogacy:why Thailand shuld regulate, not attempt to eradicate. *Brooklyn Journal of international law*. 2016;419(2): 933-935.
6. Dewi AT. Analisis perjanjian inoominaat terhadap peminjaman Rahim (surrogate Mother) di Indonesia. *Amanna Gappa*. 2018;26(1):14.
7. Eko SS. Kedudukan naskah akademik pada penafisran ketentuan-ketentuan pada undang-undang. 2016;31(3).
8. Elfina. Akibat overmacht pada perjanjian timbal balik. *Al-hurriyah*. 2012;13(1):69.
9. Fence MW. Antinomi dalam penegakan hukum .*Mimbar hukum*. 2007;19(3):395.
10. Ines A S, Rifqathin U, Zhahrul M. Penyelesaian sengketa dan akibat hukum wanprestasi pada kasus antara Pt. Metro Batavia dengan Pt. Garuda Maintance. 2015;7.
11. Perjanjian PT. Persada Solo
12. R. Subekti, dan R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, PT. Pradnya Paramita, Jakarta, 1995. Indonesia, Undang-Undang Dasar Negara Republik Indonesia 1945.
13. Rahmadi, Takdir . 2011. *Mediasi Penyelesaian Sengketa Melalui Pendekatan Mufakat*, Jakarta: PT. Raja Grafindo Persada.
14. Salim. 2010. *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika.
15. Setaiawan, R. 1978. *Pokok-Pokok Hukum Perikatan*, Bandung: Bina Cipta.
16. Tri WS L. Komparasi syarat keabsahan "sebab yang halal" pada perjanjian konvensional dan perjanjian syariah. *Jurnal pemikiran dan hukum islam*. 2017;8(2).