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Annulment of Lease Agreements Based on Third-Party Undue Influence under the Indonesian Civil Code

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This study aims to examine the evidentiary process in lease agreement disputes involving undue influence and to analyze the legal protection afforded to lessees under the Indonesian Civil Code. The research gives particular attention to cases where undue influence is not exerted by the contracting parties themselves but by third parties who intervene in the contractual relationship.

This study uses a normative legal research method combining conceptual, statutory, and case analysis, complemented by an empirical component through a structured interview with a District Court judge experienced in lease disputes. Decision No. 8/Pdt.G/2022/PN Mdn was purposively selected as the case study because it directly involves annulment of a lease agreement based on third-party undue influence.

The novelty of this study lies in its systematic analysis of undue influence exerted by third parties in lease agreements, an aspect rarely examined in Indonesian legal doctrine and not explicitly regulated under positive law. This contribution fills an academic gap while providing a legal-argumentative framework that integrates doctrinal analysis with judicial practice.

The results of this study indicate that third-party undue influence introduces an additional evidentiary burden: claimants must prove the lessee's vulnerable condition, the deliberate intervention of a third party, and a causal link between that intervention and the lessee's consent. Furthermore, legal protection for good-faith lessees is reinforced by Civil Code provisions, including Articles 1315, 1320–1321, 1338(3), and 1365, as well as supporting jurisprudence that emphasizes fairness and proportionality in assigning liability.

This study concludes that undue influence by a third party can constitute a valid legal ground for annulment of lease agreements and that lessees acting in good faith must be shielded from disproportionate liability. The findings reinforce the judiciary's duty to uphold substantive justice and provide guidance for courts, policymakers, and contracting parties in safeguarding fairness within Indonesian contract law.

Keywords: Vitiated Consent; Undue Influence; Lease Agreement; Legal Protection; Evidentiary Process

Abstrak

Penelitian ini bertujuan mengkaji proses pembuktian dalam sengketa perjanjian sewa menyewa yang melibatkan penyalahgunaan keadaan serta menganalisis perlindungan hukum bagi penyewa dalam perspektif Kitab Undang-Undang Hukum Perdata (KUHPerdata). Fokus utama diberikan pada situasi ketika penyalahgunaan keadaan tidak dilakukan langsung oleh para pihak dalam kontrak, melainkan oleh pihak ketiga yang melakukan intervensi dalam hubungan kontraktual.

Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan konseptual, perundang-undangan, dan kasus, yang dipadukan dengan unsur empiris melalui wawancara terstruktur dengan hakim Pengadilan Negeri berpengalaman dalam memutus sengketa perjanjian sewa. Putusan No. 8/Pdt.G/2022/PN Mdn dipilih secara purposif sebagai studi kasus karena secara langsung berkaitan dengan pembatalan perjanjian sewa atas dasar penyalahgunaan keadaan oleh pihak ketiga.

Kebaruan penelitian ini terletak pada analisis sistematis mengenai penyalahgunaan keadaan oleh pihak ketiga dalam perjanjian sewa, suatu aspek yang jarang dikaji dalam doktrin hukum perjanjian Indonesia dan tidak diatur secara eksplisit dalam hukum positif. Kontribusi ini mengisi kekosongan akademis sekaligus menawarkan kerangka argumentatif yang mengintegrasikan analisis doktrinal dengan praktik peradilan.

Hasil penelitian ini menunjukkan bahwa penyalahgunaan keadaan oleh pihak ketiga menimbulkan beban pembuktian tambahan, yaitu penggugat harus membuktikan adanya kerentanan salah satu pihak, intervensi yang disengaja oleh pihak ketiga, serta hubungan kausal antara intervensi tersebut dan persetujuan yang diberikan. Perlindungan hukum bagi penyewa beritikad baik ditegaskan melalui ketentuan KUHPerdara, antara lain Pasal 1315, 1320–1321, 1338 ayat (3), dan 1365, serta diperkuat oleh yurisprudensi yang menekankan prinsip keadilan dan proporsionalitas.

Penelitian ini menyimpulkan bahwa penyalahgunaan keadaan oleh pihak ketiga merupakan alasan hukum yang sah untuk pembatalan perjanjian sewa, serta bahwa penyewa beritikad baik harus dilindungi dari tanggung jawab yang tidak proporsional. Temuan ini menegaskan pentingnya peran hakim dalam menegakkan keadilan substantif sekaligus memberikan panduan bagi praktik peradilan, pembuat kebijakan, dan para pihak dalam kontrak untuk menjamin keadilan dalam hukum perjanjian Indonesia.

Kata Kunci: Cacat Kehendak; Penyalahgunaan Keadaan; Perjanjian Sewa Menyewa; Perlindungan Hukum; Proses Pembuktian

1. INTRODUCTION

The Constitution of the Republic of Indonesia, as amended four times between 1999 and 2002, declares in Article 1(3) that Indonesia is a state based on the rule of law. A legal system that ensures justice for all citizens is fundamental to realizing this vision. This ideal is further reflected in the fifth principle of Pancasila: "Social Justice for All the People of Indonesia." Mochtar Kusumaatmadja, through his theory of law and development, defines law as a comprehensive system of norms and principles governing social dynamics, including the institutions and mechanisms that facilitate the actual implementation of law.¹ Accordingly, the relationship between law and society is both mutual and inseparable. Every individual inevitably interacts with the legal system, either explicitly or implicitly. The law serves not only to establish boundaries for acceptable behavior but also to ensure peaceful and secure coexistence within society.

Human interactions are unavoidable and require legal regulation to balance individual interests, making civil law fundamental aspect of society.² According to Sudikno

¹ Mochtar Kusumaatmadja and Arief Sidharta, *Pengantar Ilmu Hukum: Suatu Pengenalan Pertama Ruang Lingkup Berlakunya Ilmu Hukum*, Buku I (Bandung: Alumni, 2000).

² Sri Soedewi Masjchoen Sofwan, *Hukum Perdata: Hukum Benda* (Yogyakarta: Liberty, 1981).

Mertokusumo, civil law is a set of legal norms that governs the rights and obligations of individuals in their social and familial relations. Each party is responsible for complying with these norms.³ The Kitab Undang-Undang Hukum Perdata (hereinafter referred to as the Civil Code) serves as the primary source of civil law in Indonesia. The law provides mechanisms for dispute resolution in both non-litigation and litigation settings involving civil relationships. If parties are unable to resolve a conflict amicably through extrajudicial means, a lawsuit may be filed in court. Judicial proceedings must adhere to civil procedural law to ensure fairness and maintain an orderly conduct of justice.⁴

Civil procedure serves as a guideline for litigation processes, governing the filing of claims, the examination of cases, the presentation of evidence, and the issuance of judgments. The primary legal frameworks governing civil procedure in Indonesia include the *Herziene Inlandsch Reglement* (HIR), applicable in Java and Madura; the *Rechtsreglement Buitengewesten* (RBg), applicable in regions outside Java and Madura; and the *Reglement op de Rechtsvordering* (Rv), which applies to European and Foreign Eastern groups.⁵

In civil law, interpersonal interactions grounded in good faith frequently result in the formation of legally binding agreements. A contract is thus a product of legal engagement arising from cooperation. Book III of the Civil Code governs such agreements. Under Article 1233 of the Civil Code, obligations arise either from statute or from contracts. Furthermore, Article 1234 stipulates that an obligation consists of the duty to give, to do, or to refrain from doing something. Subekti defines an obligation (*verbinten*) as a legal relationship that grants one party the right to demand performance, while the other is bound to fulfill it.⁶ The correlation between obligations and contracts lies in the contract's function as the source of the obligation. A mutual commitment between parties to undertake specific actions justifies the interchangeable use of the terms "agreement" and "contract."⁷

Book III of the Civil Code, which deals with obligations, sets out the legal framework for contracts in Indonesia. Article 1313 defines a contract as a legal act by which one or more persons bind themselves to one or more other persons. Subekti further explains that a contract exists when two parties mutually agree to perform specific acts.⁸ From another perspective, a contract is a legally binding agreement in which one party promises or is deemed to have promised to perform an obligation, and the other has the right to demand its fulfillment.⁹ Furthermore, lease agreements represent one of the most common forms of contractual arrangements. Like most contracts, they are consensual, meaning that once the parties reach an agreement on the essential elements, namely, the object of the lease and the rental price,

³ Djaja S. Meliala, *Perkembangan Hukum Perdata Tentang Orang Dan Hukum Keluarga* (Bandung: Nuansa Aulia, 2015).

⁴ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia* (Yogyakarta: Liberty, 2010).

⁵ Mertokusumo.

⁶ R. Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2009).

⁷ Subekti.

⁸ R. Subekti, *Pokok-Pokok Hukum Perdata* (Bandung: Citra Aditya Bakti, 2003).

⁹ Wirjono Prodjodikoro, *Azas-Azas Hukum Perjanjian*, Cetakan VI (Bandung: Mandar maju, 2000).

the contract becomes legally binding and enforceable.¹⁰

The validity of a contract under Indonesian civil law depends on fulfilling the requirements set out in Article 1320 of the Civil Code. These requirements are divided into two categories: subjective elements (the first and second conditions) and objective elements (the third and fourth conditions). The subjective elements relate to the legal capacity and free will of the parties. Agreements must be entered into voluntarily, free from coercion, mistake, or fraud. Article 1321 of the Civil Code outlines three vitiating factors: error, duress, and fraud, which, if present, render the contract voidable.¹¹ In contrast, the objective elements concern the lawful object and a permissible cause.¹² Failure to meet these requirements results in the contract being deemed void *ab initio* (null and void), meaning it is considered never to have existed from the outset.¹³

The doctrine of undue influence known as *misbruik van omstandigheden* in Dutch and *undue influence* in English is often applied by Indonesian judges as a ground for terminating contracts. This doctrine involves the exploitation of one party's superior position over another.¹⁴ Although not explicitly codified in Indonesian statutory law, some court decisions have interpreted undue influence as falling under Article 1321 of the Civil Code, which governs vitiated consent.¹⁵ Undue influence may arise when one party suffers from a mental imbalance, inexperience, dependence on others for decision-making, or is subjected to pressure such that they would not have entered into the contract under normal conditions.¹⁶

The evidentiary process in civil litigation is essential to safeguarding the legal rights of all individuals, particularly those in vulnerable positions. It allows defendants to refute allegations and plaintiffs to substantiate their claims. Evidence thus serves not only to convince the court but also as a means of legal protection against baseless accusations.¹⁷ This process reflects the principle of justice, ensuring that both parties have equal opportunities to present their arguments and evidence before the court.¹⁸

One illustrative case involving the undue influence is Decision of the Medan District Court No. 8/Pdt.G/2022/PN Mdn. The court annulled the lease agreement because the lessee did not lawfully possess the leased object during the lease period. According to the decision, the defendants were deemed to have undue influence, which qualified as an unlawful act (*onrechtmatige daad*). Among the defendants was the lessee, who, based on his testimony,

¹⁰ R. Subekti, *Aneka Perjanjian*, Cetakan X (Bandung: Citra Aditya Bakti, 1995).

¹¹ Sukbekt, *Hukum Perjanjian*.

¹² R. Soeroso, *Perjanjian Dibawah Tangan Pedoman Praktis Pembuatan Dan Aplikasi Hukum*, Cetakan V (Jakarta: Sinar Grafika, 2021).

¹³ Abdulkadir Muhammad, *Hukum Perdata Indonesia* (Bandung: Citra Aditya Bakti, 2000).

¹⁴ Fani Martiawan Kumara Putra, "Paksaan Ekonomi Dan Penyalahgunaan Keadaan Sebagai Bentuk Cacat Kehendak Dalam Perkembangan Hukum Kontrak," *Jurnal Yuridika* 30, no. 2 (2015): 236.

¹⁵ Yogi Arsono, Wawancara Dengan Hakim Pengadilan Negeri Bandung, Pengadilan Negeri Bandung Kelas IA Khusus, pada tanggal 6 Mei 2025 pukul 09.00 Waktu Indonesia Barat.

¹⁶ Etty Mulyati, "Penyalahgunaan Keadaan (Misbruik van Omstandigheden) Dalam Kesepakatan Perjanjian Kredit," *Pandecta: Jurnal Penelitian Ilmu Hukum (Research Law Journal)* 15, no. 2 (2020): 182.

¹⁷ R. Subekti, *Hukum Pembuktian* (Jakarta: Pradnya Paramita, 1983).

¹⁸ M. Yahya Harahap, *Hukum Acara Perdata* (Jakarta: Sinar Grafika, 2016).

claimed to be unaware that the leased object was legally problematic. The absence of clear legal standards in the application of the doctrine of undue influence poses a risk of adverse consequences for parties involved in such disputes. This situation raises a substantive legal issue concerning whether the lessee's lack of knowledge in such cases may be interpreted as a form of undue influence.

Recent scholarly works have increasingly highlighted the relevance of undue influence as a legal ground for contract annulment, especially where imbalance in knowledge or position are evident. For instance, Fidhayanti explored how judges in the Malang District Court evaluated undue influence in civil disputes. The study revealed that most judicial considerations centered on the psychological and economic conditions of the aggrieved party, as well as the consistency of evidence presented during trial.¹⁹ This underscores the importance of developing coherent evidentiary benchmarks for judges when dealing with claims of vitiated consent.

In a different context, Siyo et al. examined life insurance disputes and demonstrated how undue influence may arise in relationships marked by significant asymmetries of information. They argued that insurance companies often retain unfair advantage over policyholders, especially those who lack adequate legal or financial literacy.²⁰ This study, while outside the lease contract domain, illustrates the broader implications of exploiting one's superior position to the detriment of another party's will. In another doctrinal analysis, Nugraha et al. focused on the Supreme Court Decision No. 1395 K/Pdt/2017, identifying the legal indicators commonly used to substantiate undue influence.²¹ Their findings affirm that Indonesian courts have adopted implicit criteria such as urgency, dependency, or mental vulnerability to establish undue influence even though the doctrine is not explicitly regulated in statutory law.

Despite these contributions, prior studies have primarily focused on bilateral relationships between contracting parties and have not examined the distinctive role of third parties in exerting undue influence. This gap is critical, as third parties often intervene in lease agreements, whether as intermediaries, brokers, or related actors creating a more complex dynamic of pressure and dependency. The lack of scholarly and doctrinal attention to this issue risks leaving lessees without sufficient legal protection when undue influence originates from actors outside the immediate contractual relationship. Moreover, the increasing reliance on third-party facilitators in property and commercial transactions in Indonesia makes the issue practically urgent, as it directly affects the certainty of contract enforcement and the protection of parties acting in good faith.

Based on the aforementioned background, this study aims to examine the evidentiary

¹⁹ Dwi Fidhayanti, "In Contract Law: Unpacking Undue Influence through a Judge's Lens," *Jurnal Judicial Review* 25, no. 2 (2023): 193-208.

²⁰ Suryanto Siyo, Salma Aulia, et al., "Penyalahgunaan Keadaan dalam Perjanjian Asuransi Jiwa oleh Perusahaan Asuransi," *Jurnal Legal Reasoning* 6, no. 2 (2024): 138-149.

²¹ Welda Aulia Putri and Anjar Sri Ciptorukmi Nugraheni, "Indikator Prinsip Penyalahgunaan Keadaan Dalam Pertimbangan Hakim Pada Putusan Mahkamah Agung Nomor 1395 K/Pdt/2017," *Aliansi: Jurnal Hukum, Pendidikan dan Sosial Humaniora* 1, no. 2 (2024): 80-86.

process in lease agreement disputes involving undue influence, and to analyze the legal protections available to lessees under the Indonesian Civil Code in such cases. The novelty of this study lies in its systematic discussion of the concept of undue influence by third parties in lease agreements, a concept not explicitly regulated under Indonesia's positive law. This research not only fills an academic gap but also provides practical insights for judges, policymakers, and contracting parties, ensuring greater legal certainty and fairness in contractual relations, while at the same time offering a legal-argumentative framework to better understand vitiated consent and to protect lessees who act in good faith under unequal legal conditions.

2. METHOD

This study employs a normative legal research approach that combines conceptual, statutory, and case analysis with an empirical component in the form of a structured interview. Legal materials were collected from primary, secondary, and tertiary sources, while the empirical data were obtained from an interview with Yogi Arsono, Judge of the Bandung District Court Class IA Special, conducted on May 6, 2025. The judge was purposively selected because of extensive experience in adjudicating lease agreement disputes and familiarity with issues of vitiated consent and undue influence. The interview was conducted using a structured protocol, recorded with consent, and later transcribed for analysis. The empirical findings were not treated in isolation but served to complement and validate the normative analysis, ensuring that doctrinal conclusions remain consistent with judicial practice.

Decision No. 8/Pdt.G/2022/PN Mdn was chosen purposively as the principal case study since it directly concerns the annulment of a lease agreement on the grounds of undue influence involving third-party intervention. This decision provides strong analytical relevance to the research objectives. The study adopts a descriptive-analytical approach, seeking not only to identify legal facts but also to explain their underlying causes. Statutory provisions, doctrinal writings, and judicial decisions were analyzed through textual, systematic, and teleological interpretation in order to construct a comprehensive legal understanding.

The data obtained from the interview were analyzed through qualitative thematic analysis to identify patterns of judicial reasoning. These findings were then triangulated with doctrinal and case-based analyses to ensure methodological consistency. Research credibility was reinforced through cross-referencing with relevant jurisprudence and maintaining an audit trail. Ethical considerations were observed by securing informed consent, ensuring confidentiality of the interviewee, and safeguarding research materials. This integration of normative and empirical elements strengthens methodological rigor and provides a more holistic understanding of undue influence in lease agreement disputes.

3. DISCUSSION

3.1. The Evidentiary Process for Annulment of Undue Influence in Lease Agreements

Lease agreements play a vital role in daily life as legal instruments governing the use of property for a defined period. Pursuant to Article 1548 of the Indonesian Civil Code, a lease agreement is defined as an arrangement in which one party provides another with access to use a specific object for a determined period in exchange for agreed-upon compensation. As

a general form of contractual obligation, lease agreements are frequently used in legal relationships where parties hold significant positions, serving as the legal foundation for the temporary use of a good. In lease agreements, both the lessor and lessee bear respective responsibilities.²² The lessor is obligated to transfer possession of the leased object to the lessee, maintain the object in a condition suitable for its intended use, and ensure the lessee's peaceful enjoyment of the object throughout the lease period.²³ The lessee is responsible for using the leased property prudently, as would a responsible owner, and in accordance with the agreed purpose, as well as for paying the lease fee within the stipulated timeframe.²⁴

Article 1533 of the Civil Code stipulates that the lessor or owner of the leased property bears the risk associated with the leased object. If the object is destroyed due to unforeseen circumstances, the lease agreement becomes null and void by operation of law. Thus, the lessor assumes full responsibility for the legal consequences of the destruction of the leased object, and neither party can claim compensation from the other.²⁵ For a contract to be legally binding, it must fulfill specific requirements as stipulated in the Indonesian Civil Code. Article 1320 of the Civil Code outlines four essential elements that must be present. *First*, there must be mutual consent between the parties. *Second*, the parties must possess the legal capacity to enter into a contract. *Third*, the contract must concern a specific subject matter. *Fourth*, it must be based on a lawful cause. The absence of any of these elements may render the contract void or voidable, depending on the nature of the deficiency.

The first element, mutual consent, is a subjective requirement. Consensus is reached when there is alignment between will and expression. However, even if such concordance exists, the agreement may still be deemed voidable if the consent was obtained through a defect of will. Article 1321 of the Indonesian Civil Code, which regulates the causes for annulment of a contract, provides that a contract shall be void by operation of law if it is entered into as a result of mistake (*dwaling*), coercion (*dwang*), or fraud (*bedrog*). A defect of will exists when legal acts are undertaken without full and free intention.²⁶

Judicial practice shows that courts frequently invoke the doctrine of undue influence (*misbruik van omstandigheden*) as grounds for annulling contracts, even though it is not explicitly mentioned in Article 1321 of the Civil Code. This concept is not novel in Indonesia's contract dispute resolution. Although the Civil Code does not regulate it expressly, the courts have recognized the doctrine through jurisprudence. A landmark case illustrating this is Supreme Court Decision No. 3431K/Pdt/1985, issued on March 4, 1987.²⁷ Its application underscores the judiciary's role in upholding substantive justice, as mandated by Article 5(1) of Law No. 48 of 2009 on Judicial Power, which obliges judges to consider and understand prevailing legal values in society.

Undue influence constitutes a defect of will, as it does not concern the substance or

²² Subekti, *Aneka Perjanjian*.

²³ A. Angeline and A. Gunadi, "Akibat Hukum Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata," *Syntax Literate: Jurnal Ilmiah Indonesia* 8, no. 6 (2023): 4065–4073, <https://doi.org/10.36418/syntax-literate.v8i6.1246>.

²⁴ Monicke Cintyara, "Akibat Hukum Wanprestasi Atas Perjanjian Sewa Menyewa," *Wajah Hukum* 7, no. 1 (2023): 66–72, <https://doi.org/10.33087/wjh.v7i1.1123>.

²⁵ Subekti, *Aneka Perjanjian*.

²⁶ Harlien Budiono, *Ajaran Umum Hukum Perjanjian & Penerapannya Di Bidang Kenotariatan* (Bandung: Citra Aditya Bakti, 2010).

²⁷ Sumriyah, "Cacat Kehendak (Wilgebreken) Sebagai Upaya Pembatalan Perjanjian Dalam Perspektif Hukum Perdata," *Simposium Hukum Indonesia* 1, no. 1 (2019): 664.

purpose of the contract but rather the conditions affecting the formation of consent at the time of agreement.²⁸ Van Dunne identified that this phenomenon can arise from psychological dominance, where one party exploits another's vulnerability. This reflects a lack of balance in the negotiation process.²⁹ Typically, it occurs when a party acts under special circumstances (*bijzondere omstandigheden*) while the other knowingly takes advantage of the situation. Asikin Kusumah Atmadja describes undue influence as an impediment to or interference with the formation of independent will, a prerequisite for mutual consent.³⁰

Henry P. Panggabean, referencing Nieuwenhuis, identified four fundamental criteria for the annulment of contracts on the basis of undue influence. First, there must be special conditions affecting one party, such as emergencies, dependency, negligence, mental disturbances, or lack of experience. Second, it must be established that the other party had clear awareness (*kenbaarheid*) of these conditions and recognized that the affected party was compelled to agree due to them. Third, there must be evidence of exploitation (*misbruik*), wherein the stronger party proceeded with the agreement despite knowing that doing so would be improper or unfair. Lastly, a causal link (*causaal verband*) must be demonstrated, proving that the agreement would not have been concluded had the abuse not occurred.³¹

Based on the foregoing analysis, undue influence may be categorized as a form of defective will (*wilsgebreken*), as its characteristics are consistent with the fundamental nature of this legal concept. While it does not interfere with the objective elements of a contract, such as subject matter or legality, it substantially impacts the subjective elements, particularly the parties' volition. To establish a claim of undue influence, the burden of proof lies with the party alleging the defect, who must demonstrate the existence of several critical elements. *First*, there must be an evident imbalance of bargaining power between the parties at the time the contract was concluded. *Second*, it must be shown that the party in the stronger legal position exploited this disparity to their advantage. *Third*, a causal link must be established between the disadvantaged party's vulnerable condition and their consent to the contract, indicating that, in the absence of such vulnerability or coercion, they would not have agreed to the terms presented.³²

All three elements must be substantiated during the evidentiary process in court to enable the judiciary to conclude that the contract was formed under a substantive defect of will (*wilsgebreken*). In the context of lease disputes, these elements require further scrutiny when the undue influence is exercised not directly by the lessor or lessee, but by a third party who intervenes in the contractual relationship. This involvement of a third party creates an additional evidentiary burden, as the claimant must prove both the vulnerability of one contracting party and the active interference of an external actor who exploits that vulnerability. Such circumstances highlight the complexity of adjudicating undue influence, as the judiciary must carefully balance the principle of contractual freedom with the necessity of safeguarding parties from external manipulation that undermines genuine consent.

Article 163 of the HIR / Article 283 of the RBg / Article 1865 of the Civil Code stipulates

²⁸ S. Azam, M. Mulhadi, and D. Harianto, "The Undue Influence Doctrine and Its Function in Consumer Financing Cases," *Jurnal Media Hukum* 27, no. 2 (2020): 240–51, <https://doi.org/10.18196/jmh.20200154>.

²⁹ D. A. S. Putri and T. Taupiqqurrahman, "Akibat Hukum Undue Influence Terhadap Pembatalan Perjanjian Ditinjau Dari Asas Keseimbangan," *Jurnal USM Law Review* 6, no. 2 (2023): 766, <https://doi.org/10.26623/julr.v6i2.7306>.

³⁰ R. Setiawan, *Pokok-Pokok Hukum Perikatan* (Bandung: Alumni, 2011).

³¹ Henry P. Panggabean, *Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Sebagai Alasan (Baru) Pembatalan Perjanjian* (Yogyakarta: Liberty, 2010).

³² C. S. T. Kansil, *Pokok-Pokok Pengetahuan Hukum Perdata Indonesia* (Jakarta: Rineka Cipta, 2015).

that the burden of proof lies with the party filing the claim, thereby regulating the use of evidence in civil disputes. This implies that the burden of proof may rest on either the plaintiff or the defendant. A plaintiff will lose the case if they fail to substantiate their claims. Likewise, a defendant will also lose if unable to prove their assertions. Therefore, either party may be defeated if required to provide evidence but fails to do so.³³ According to Sudikno Mertokusumo, there are three distinct definitions of evidence: logical, conventional, and juridical. Logical evidence refers to establishing full conviction, as it applies universally and eliminates the possibility of rebuttal. In its conventional sense, logical evidence also refers to providing relative certainty rather than absolute certainty. In the juridical context, evidence means presenting sufficient information to the judge reviewing the case to enable them to ascertain the truth of the alleged events.³⁴

There are established guidelines on how a case should be presented before a judge, particularly concerning the evidentiary process, which are governed by the law of evidence.³⁵ According to Achmad Ali, the law of evidence encompasses the entire set of legal procedures that guide the use of accountable and admissible means of proof as the basis for judicial consideration in determining the material truth.³⁶ The essential function of evidence is to produce a conclusive decision distinguishing the winning and losing parties. In formal legal terms, the losing party is the one who fails to substantiate its claims. This raises a fundamental issue regarding the causal link between the violation and the resulting sanction.³⁷

The principles of evidence in civil law are deeply embedded in the fundamental doctrines that safeguard procedural fairness and ensure the equitable administration of justice. Among these core tenets is the principle of *audi et alteram partem*, which guarantees equal standing for all disputing parties by requiring that no judgment be rendered without both parties being given the opportunity to be heard. This principle plays a crucial role in the fair allocation of the burden of proof, ensuring that each party has an equal chance to prevail or fail based on the strength of their evidence.³⁸ Equally significant is the principle of *ius curia novit*, which presumes that judges possess the necessary legal expertise to resolve disputes. Accordingly, even when a case lacks clear statutory regulation or established jurisprudence, the judge is obligated to independently formulate appropriate legal reasoning.³⁹

Complementing these doctrines are several other evidentiary principles that reinforce judicial impartiality and legal certainty. The principle of *nemo testis idoneus in propria causa* precludes any party from serving as a witness in their own case, thereby maintaining objectivity in testimonial evidence. Additionally, the principle of *ultra petita partium* restricts judges from issuing decisions that exceed the scope of the plaintiff's claims, thereby upholding the

³³ G. Gunarto, Y. Yusri, and S. Kusriyah, "Reconstruction of Evidence Regulations in Civil Jurisdiction Based on Justice Value," *Scholars International Journal of Law, Crime and Justice* 6, no. 8 (2023): 447–52, <https://doi.org/10.36348/sijlcj.2023.v06i08.008>.

³⁴ Mertokusumo, *Hukum Acara Perdata Indonesia*.

³⁵ M. Di Bello and B. Verheij, "Evidence & Decision Making in the Law: Theoretical, Computational and Empirical Approaches," *Artificial Intelligence and Law* 28, no. 1 (2020): 1–5, <https://doi.org/10.1007/S10506-019-09253-0>.

³⁶ Achmad Ali and Wiwie Heryani, *Asas-Asas Hukum Pembuktian Perdata* (Jakarta: Kencana, 2012).

³⁷ E. Popa and A.I. Cârlan, "Evidentiary Convincing and Evidentiary Fallacies," *Argumentation* 38 (2024): 349–67, <https://doi.org/https://doi.org/10.1007/s10503-024-09630-3>. <https://doi.org/10.1007/s10503-024-09630-3>

³⁸ D. Handayani, Y. S. Simamora, and L. Ramli, "The Principle of Audi et Alteram Partem in Civil Dispute Settlement in District Court in Indonesia," *International Affairs and Global Strategy* 61 (2018): 28–34, <https://doi.org/https://www.iiste.org/Journals/index.php/IAGS/article/download/41004/42162>.

³⁹ I. M. D. Januartha, I. M. Suwitra, and N. M. P. Ujjanti, "Keberadaan Asas Ius Curia Novit Dalam Perkara Perdata," *Jurnal Konstruksi Hukum* 4, no. 3 (2023): 268–74, <https://doi.org/https://doi.org/10.22225/jkh.4.3.8028.268-274>.

adversarial nature of civil proceedings. Lastly, the principle of *de gustibus non est disputandum* asserts that personal preferences are not subject to legal dispute. For instance, in lease agreements, if a party chooses to rent a visibly dilapidated property due to their aesthetic appreciation of historical architecture, this subjective preference cannot be contested as a ground to annul the lease. Together, these principles form a coherent framework that upholds fairness, legal integrity, and individual autonomy within the evidentiary process of civil law.⁴⁰

In undue influence, the plaintiff must not only prove the existence of a contract but also demonstrate the psychological and social context surrounding its formation. According to M. Yahya Harahap, such evidentiary requirements are inherently complex, as they involve non-formal and indicative forms of proof related to specific circumstances that are not always documented or recorded in written form.⁴¹ Evidence is regulated under Article 164 of the *Herziene Indonesisch Reglement* (HIR), Article 284 of the *Rechtsreglement voor de Buitengewesten* (RBg), and Article 1866 of the Civil Code. In civil proceedings, both plaintiffs and defendants rely on evidence as a means to establish the existence of legal relationships before the court. The types of admissible evidence include: (1) written evidence or documents; (2) witness testimony; (3) presumptions; (4) confessions; and (5) oaths.

In the Medan District Court decision previously discussed, the lessee asserted that the leased property had been rented without their knowledge that it was subject to a legal dispute. This argument was grounded in their condition of ignorance, dependency, and an urgent need for housing. In evaluating the claim, the Panel of Judges examined various forms of evidence, including: (1) written documents, specifically the lease agreement executed between the lessor and the lessee; (2) witness testimony from both the plaintiff and the defendant concerning the initial occupancy and the party who first offered the property for rent; (3) statements from the parties, particularly the lessee, affirming their lack of awareness regarding the legal status of the rented property; and (4) indications based on factual findings during the trial that the leased object was not lawfully owned by the lessor. In this context, the undue influence did not arise solely from the contractual counterpart, but rather from a third party who misrepresented ownership of the object and induced the lessee into agreement. The evidentiary elements, therefore, serve a dual function, which is not only establishing the lessee's vulnerable condition, but also linking that vulnerability to the deliberate intervention of an external actor who exerted improper influence over the transaction.

The judges' reasoning aligns with prevailing scholarly views that undue influence encompasses the exploitation of ignorance, dependency, or emergency situations to secure contractual advantage.⁴² However, establishing the existence of such abuse in practice presents several challenges, including: (1) the scarcity of explicit evidence concerning the psychological state or coercive pressure experienced by a party at the time the contract was concluded; (2) divergent perceptions of vulnerability or ignorance, as what one party deems coercion may be interpreted by another as a calculated business risk; and (3) the limited recognition of this doctrine under positive law, since the evidentiary framework for undue influence remains primarily rooted in doctrine and jurisprudence, given the absence of codified

⁴⁰ Ali and Heryani, *Asas-Asas Hukum Pembuktian Perdata*.

⁴¹ Harahap, *Hukum Acara Perdata*.

⁴² Uul Fathur Rahmah, Bhim Prakoso, and Fendi Setyawan, "The Principle of Legal Undue Influence as a Reason for Canceling the Agreement," *International Journal of Social Science and Human Research* 7, no. 1 (2024): 9–15, <https://doi.org/https://doi.org/10.47191/ijsshr/v7-i01-02>.

regulation in Indonesian legislation.⁴³ These challenges become even more pronounced when undue influence is perpetrated by a third party, because the causal link (*causaal verband*) must connect not only the vulnerability of the contracting party but also the manipulative acts of the third party that directly shaped the consent.

As a solution, the application of the duty to inform principle is essential. This principle obliges a party who possesses critical information to disclose it to the counterparty prior to the conclusion of the contract. A failure to comply may be construed as evidence of bad faith and as an abuse of unequal bargaining power. The principle of good faith, which requires parties to act honorably and to refrain from conduct that may cause harm to the other, is inherently connected to this obligation. Comparative studies have also highlighted that pre-contractual information disclosure, grounded in good faith, serves as a common core both in Iranian law and in the Principles of European Contract Law, thus reinforcing its universal significance in balancing contractual relationships.⁴⁴ In this regard, the nondisclosure of the legal status of the leased object may constitute undue influence, particularly where the lessee is placed in an informationally disadvantaged position compared to the lessor.⁴⁵

Furthermore, where such misrepresentation originates from a third party, the evidentiary process must establish that the contracting party's reliance on the misinformation was decisive in granting consent. This circumstance substantiates third-party undue influence as a distinct legal ground for the annulment of a lease agreement. According to Peter Mahmud Marzuki, good faith is not merely a moral standard but a fundamental legal principle underpinning the rights and obligations of the parties. Breach of good faith may serve as grounds for contract termination.⁴⁶ If these elements are proven, the judge may declare the contract invalid due to unequal bargaining conditions.

In proving undue influence, it is not sufficient to merely demonstrate the vulnerability of the aggrieved party. It is equally essential to establish the presence of bad faith on the part of the other contracting party. To substantiate a claim of bad faith, the plaintiff must present compelling evidence, which may include: (1) the deliberate non-disclosure of essential information relevant to the agreement; (2) the provision of misleading or deceptive information that influenced the other party's consent; (3) the execution of the agreement in a hasty manner that precluded proper consultation or reflection; and (4) the inclusion of unilaterally drafted contractual provisions that impose unreasonable obligations or burdens on the weaker party.⁴⁷ In the case under discussion, such indicators of bad faith were attributable not only to the lessor but also to the third party who facilitated and misrepresented the lease. This highlights that undue influence by a third party may manifest through both omission (failure to disclose) and commission (active misrepresentation), each

⁴³ Muhammad Rizqi Hidayatullah, Bambang Tjatur Iswanto, and Heniyatun Heniyatun, "Kajian Yuridis Undue Influence Sebagai Alasan Batalnya Perjanjian Dalam Hukum Kontrak Di Indonesia," *Borobudur Law and Society Journal* 2, no. 3 (2023): 102–9, <https://doi.org/https://doi.org/10.31603/10035>.

⁴⁴ A. B. Varge Saran and P. Akbarineh, "Good Faith as the Common Core of Pre-Contractual Information Disclosure in the Iranian Law and the Principles of European Contract Law," *Revista Do Curso de Direito Do UNIFOR* 15, no. 1 (2024): 246–60, <https://doi.org/https://doi.org/10.24862/rcdu.v15i1.2013>.

⁴⁵ S. Udemezue, "A Critical Evaluation of Appropriateness of Duress and Undue Influence as Legal Safeguards Against Unconscionable Contracts," *Social Science Research Network* 2, 2020, <https://dx.doi.org/10.2139/ssrn.3818899>.

⁴⁶ Peter Mahmud Marzuki, *Pengantar Ilmu Hukum* (Jakarta: Kencana, 2013).

⁴⁷ D. B. Kharisma et al., "The Nature of Fairness in Contracts: An Electronic Contract Perspective," *Jurnal Hukum Novelty* 16, no. 1 (2025): 85–100, <https://doi.org/https://doi.org/10.26555/jhn.v16i1.29650>.

of which must be proven through admissible evidence.

In this case, the plaintiff presented two witnesses namely, the Head of the Land Affairs Agency of the Deli Sultanate and an agrarian expert who testified that the written evidence submitted by the defendant (the party who unlawfully leased the object) was invalid. Consequently, the defendant could be deemed to have committed an undue influence. The evidentiary weight of these witnesses was decisive in linking the unlawful lease to the actions of the third party, thereby demonstrating how third-party intervention can directly vitiate consent in lease agreements. This reflects the principle of the burden of proof, which requires the plaintiff to substantiate their claim in court by presenting evidence (*the burden of producing evidence*) and persuading the judge of the truth of that evidence (*the burden of persuasion*). Therefore, it can be concluded that the plaintiff utilized witness testimony to support their claim and adhered to the principle of *probation reo negare actori incumbit*, which holds that the burden of proof rests with the plaintiff when the defendant denies the claim.

3.2. Legal Protection for Lessees Accused of Undue Influence under the Indonesian Civil Code

Under the provisions of civil procedural law, legal protection may be granted through a fair and just court ruling. In rendering such a judgment, the court must consider several critical factors: (a) the principle of reasonableness (*billijkheid*); (b) the disparity in position and legal knowledge between the contracting parties; and (c) the concrete circumstances at the time the agreement was concluded. In the case at hand, the Panel of Judges ruled that the situation had been exploited by both the lessor and the lessee. However, the two parties demonstrated unequal levels of legal expertise. The lessee claimed ignorance of the leased property's legal status as an object of dispute, while the lessor knowingly and unlawfully rented out the property. This judgment reflects a shortcoming in distinguishing individual legal responsibilities.

Referring to the principles of justice and *culpa in contrahendo* (fault in contract formation), the party who knowingly proceeded to lease the disputed object should bear full liability for exerting undue influence.⁴⁸ In establishing this, the court must confirm that the defendants were actually aware of the vitiated consent mere collective assumptions are insufficient. If no solid evidence exists against the lessee, assigning liability may violate the principle of *dubio pro reo*, which stipulates that in cases of doubt, judgments should favor the disadvantaged party.⁴⁹ This position is reinforced by Article 1320 of the Civil Code, which establishes consent as one of the four essential elements for a valid agreement, and Article 1321 KUHPerdata, which expressly declares that consent obtained through mistake, duress, or fraud is not legally valid. These provisions confirm that undue influence, as a defect of will, constitutes a legitimate ground for annulment of contracts.

The tangible manifestation of protection for good faith parties in contractual relations is reflected in the legal safeguards afforded to lessees who are unaware that the leased object is subject to an ongoing dispute. This notion aligns with the principle codified in Article 1315 of the Civil Code (KUHPerdata), which stipulates that, in general, no one may bind themselves on

⁴⁸ Gunawan Widjaja, *Seri Hukum Bisnis: Perjanjian* (Jakarta: Raja Grafindo Persada, 2008).

⁴⁹ J. C. T Simorangkir, *Kamus Hukum* (Jakarta: Sinar Grafika, 2002).

behalf of another person or demand a performance except in their own name. This provision underscores the principle of personality in contracts, which asserts that contractual obligations and rights are binding only upon the parties involved in the agreement. Consequently, the contract may neither burden nor benefit third parties, except under certain exceptions as provided in Article 1317 of the Civil Code.⁵⁰

Additionally, Article 1340 reaffirms the principle of *relativiteit van contracten*, ensuring that contracts only bind those directly involved.⁵¹ These interconnected provisions establish the doctrinal foundation that lessees acting in good faith cannot be automatically burdened by hidden legal defects or third-party claims.⁵² These interconnected provisions establish the doctrinal foundation that lessees acting in good faith cannot be automatically burdened by hidden legal defects or third-party claims. In line with Subekti's view, a contract is binding only upon the parties who have entered into it, unless explicitly regulated otherwise. Accordingly, when a lessee relies in good faith on the representations of the lessor, legal protection is normatively justified both under the principle of privity of contract and the principle of fairness for the disadvantaged party.⁵³

The importance of good faith in contract execution is also reinforced by Article 1338(3) of the Civil Code, which mandates that contracts be performed in good faith. Subekti further contends that individuals who act in good faith should not be held to the same standard of liability as those who act negligently or in bad faith.⁵⁴ In practice, numerous Supreme Court decisions have affirmed that good-faith lessees, who act without intent to violate the law, should not be treated the same as those who deliberately breach legal norms. Relevant precedents include Supreme Court Decision No. 99 PK/Pdt/2005, which held that lessees unaware of legal defects in the leased object could not be held fully accountable for the dispute; and Supreme Court Decision No. 2727 K/Pdt/2009, which emphasized that civil liability cannot be imposed on parties not directly involved in the legal error. Thus, jurisprudence consistently confirms that the protection of lessees rests not only on statutory provisions but also on the consistent judicial interpretation of good faith as a shield against disproportionate liability.

When a lessee does not contract directly with the rightful owner of the leased object and the lessor lacks legal authority over it the lessee should not be held accountable beyond the boundaries of the agreement entered into in good faith. The lessee is only bound by obligations that they objectively understood not by any latent legal entanglements involving unknown third parties. Gunawan Widjaja emphasizes that this principle is essential in protecting good-faith actors from being burdened with obligations arising from factors

⁵⁰ D. Kristina, J. Pieries, and W. S. Widiarty, "Perlindungan Hukum Terhadap Para Pihak Dalam Kegiatan Sewa Menyewa Kapal Di Indonesia," *Syntax Idea* 5, no. 12 (2023), <https://doi.org/10.46799/syntax-idea.v5i12.2647>.

⁵¹ Subekti, *Pokok-Pokok Hukum Perdata*.

⁵² Setiawan, *Pokok-Pokok Hukum Perikatan*.

⁵³ Subekti, *Hukum Perjanjian*.

⁵⁴ Subekti, *Aneka Perjanjian*.

outside their intent.⁵⁵ The evidence submitted by the lessee in fact indicates that they acted in good faith. The lessee had no reason to violate the law, lacked the authority to investigate the ownership rights of the property, and entered into the lease based on incomplete information. In such circumstances, the principle of good faith must serve as the foundation for granting legal protection to the party in a disadvantaged position.⁵⁶

In the Medan District Court ruling, the judges applied Article 1365 of the Civil Code, concluding that the defendants had exerted undue influence, constituting a tort (*onrechtmatige daad*). Under this provision, anyone who commits an unlawful act that causes harm to another is obligated to compensate for the damage. Provided that the lessee acted in good faith and without gross negligence, their lack of awareness regarding the legal status of the property should not be automatically categorized as culpable. This view is consistent with R. Setiawan's interpretation that liability for tortious acts can arise from intent (*dolus*) or negligence (*culpa*), but the burden of proof rests with the claimant.⁵⁷

Conversely, if a legally knowledgeable party proceeds with a lease despite being aware of potential legal defects or disputes, such conduct may reflect gross negligence (*culpa lata*) or even deliberate disregard of legal obligations. In this context, their actions can be classified as active torts, potentially subjecting them to civil liability, including damages for losses suffered by others.⁵⁸ This aligns with the principle of proportionality, which mandates that legal liability correspond to each actor's involvement, awareness, and intent. This principle underscores that judicial treatment must consider each party's actual circumstances, including their ignorance or limitations both objectively and subjectively.⁵⁹ Therefore, applying a uniform legal standard to parties with differing degrees of fault risks generating substantive injustice.

Moreover, the principle of individual liability requires that each actor be judged based on their own conduct.⁶⁰ Assigning equal liability to all defendants without distinguishing their roles, intentions, and knowledge contradicts this foundational tenet. In multi-party litigation, not all defendants should be treated identically. Subekti maintains that civil liability must rest on clear fault and causation between the act and resulting harm.⁶¹ Yahya Harahap adds that in multi-defendant cases, judges are obligated to evaluate the legal standing of each party separately and refrain from uniform assessments without solid evidentiary support.⁶² Failure to apply these principles risks undermining substantive fairness and eroding public trust in the judiciary.

⁵⁵ Widjaja, *Seri Hukum Bisnis: Perjanjian*.

⁵⁶ H. S. Salim, *Perkembangan Hukum Kontrak Di Luar KUHPerdata* (Jakarta: Sinar Grafika, 2014).

⁵⁷ Setiawan, *Pokok-Pokok Hukum Perikatan*.

⁵⁸ Widjaja, *Seri Hukum Bisnis: Perjanjian*.

⁵⁹ Abdul Rahman et al., "Principle of Proportionality as a Reflection of the Theory of Justice and Its Application by Judges in the Resolution of Business Contract Disputes," *DE LEGA LATA: Jurnal Ilmu Hukum* 7, no. 1 (2022), <https://doi.org/https://doi.org/10.30596/dll.v7i1.7816>.

⁶⁰ Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2017).

⁶¹ Subekti, *Pokok-Pokok Hukum Perdata*.

⁶² Harahap, *Hukum Acara Perdata*.

Beyond good faith, lessees who rent from those in physical possession of the property without knowledge of legal defects or ongoing disputes typically occupy a legally weaker position.⁶³ This is particularly true when the lessee belongs to a vulnerable group, such as the elderly, uneducated, or legally inexperienced individuals.⁶⁴ In such cases, the lease does not reflect malice, manipulation, or an intent to exploit others. Therefore, when a lessee acts without coercion, misrepresentation, or ill intent, they are entitled to legal protection based on principles of justice and reasonableness in contractual relations.⁶⁵

Although the Civil Code does not explicitly regulate the protection of weaker parties, this doctrine has evolved through jurisprudence and modern legal literature. The Indonesian civil law system must adapt to social realities by providing legal safeguards for parties in situations of informational imbalance.⁶⁶ Putri and Taupiqurrahman states that in undue influence cases, courts must consider dependency, legal ignorance, and a party's inability to grasp the legal consequences of an agreement.⁶⁷ Gafforov notes that judges in civil cases bear a moral duty to prevent the disproportionate use of contractual power to the detriment of weaker parties, a responsibility reflected in the legal mechanisms adopted in Uzbekistan to protect weaker contracting parties.⁶⁸

Civil law doctrine also upholds the presumption that all contracting parties act honestly until proven otherwise.⁶⁹ Therefore, without convincing evidence that someone knew or should have known about legal defects, imposing equal liability would be inappropriate. Thus, the legal protection of lessees is not only normatively valid but essential for preserving justice in contract enforcement.⁷⁰ Reliance theory further supports this by recognizing that protection must be granted to parties who placed legitimate trust (*legitimate expectation*) in the validity of a legal agreement. In this context, members of the general public who enter into lease agreements in a reasonable and transparent manner represent the public's trust in the legitimacy of such transactions. The principle of substantive justice further requires that the law be enforced not only formally but also fairly, reflecting the social and moral realities of the case. Substantive justice underscores the necessity of considering the factual circumstances of the parties and the real consequences of legal application, rather than adhering rigidly to the letter of the law.⁷¹

⁶³ R. Rachman, "The Validity of Boarding House Rental Agreements from Civil Law Perspectives," *Alauddin Law Development Journal* 6, no. 3 (2024): 433–44, <https://doi.org/https://doi.org/10.24252/aldev.v6i3.51228>.

⁶⁴ S. Abdulrahman and A. Juwah, "The Legal Threshold of Rights and Liabilities of the Mortgagor, Mortgagee, and Lessee of a Mortgage Property in Relation to the Validity of a Lease," *International Journal of Law and Society* 7, no. 4 (2024): 139–47, <https://doi.org/10.11648/j.ijls.20240704.11>.

⁶⁵ S. K. Harahap, "Perlindungan Hak Bagi Kreditur Dalam Perjanjian Sewa Guna Usaha," *Jurnal De Jure Muhammadiyah Cirebon* 8, no. 2 (2024): 16–29, <https://doi.org/https://doi.org/10.32534/djmc.v8i2.6607>.

⁶⁶ H. S. Salim, *Pengantar Hukum Perdata Tertulis (BW)* (Jakarta: Sinar Grafika, 2015).

⁶⁷ Putri and Taupiqurrahman, "Akibat Hukum Undue Influence Terhadap Pembatalan Perjanjian Ditinjau Dari Asas Keseimbangan."

⁶⁸ Mehrangiz Gafforov, "Legal Methods of Protecting the Weaker Party of the Contract," *Review of Law Sciences* 7, no. 4 (2023): 94–106, <http://dx.doi.org/10.51788/tsul.rols.2023.7.4./DRLD3087>.

⁶⁹ Widjaja, *Seri Hukum Bisnis: Perjanjian*.

⁷⁰ Satjipto Rahardjo, *Ilmu Hukum* (Bandung: Citra Aditya Bakti, 2006).

⁷¹ John Rawls, *A Theory of Justice* (London: Harvard University Press, 1971).

Beyond protection for the weaker and good-faith party, legal protection for tenants is also manifested in the protection of free will in contract formation. In civil law, agreements entered into freely and without defects of consent are binding, as regulated under Article 1338 (2) of the Indonesian Civil Code. The principles of *freedom of contract* and *consensualism* also apply in such circumstances, as provided by Article 1338 (1) of the Civil Code. According to the principle of consensualism, unless otherwise regulated by law, an agreement becomes valid and enforceable once the parties have reached a consensus on its essential terms.⁷² Based on the freedom of contract principle, every individual is free to decide whether or not to enter into an agreement, to choose the contracting party, and to determine the terms, form, and content of the agreement.⁷³ Therefore, legal protection for a party who signs a contract without awareness of any defect in the agreement reflects the safeguarding of that party's free will.⁷⁴

By applying these principles, the law avoids becoming an instrument of indiscriminate punishment and instead functions as a vehicle for justice and restitution. Notably, one of the primary consequences for the lessee in this lease cancellation dispute is the loss of their home. This loss constitutes more than mere inconvenience; it infringes upon the fundamental right to a dignified life as enshrined in Article 28H(1) of the 1945 Constitution. This constitutional provision affirms every individual's right to adequate housing, a healthy environment, and physical and psychological well-being. Based on this, the lessee has legal standing to seek compensation from the lessor under the principles of tort (*onrechtmatige daad*) and unjust enrichment (*verbod van ongerechtvaardigde verrijking*), in addition to their right to legal protection.⁷⁵

Under civil law, the loss of a home is considered a tangible harm, subject to compensation claims. This harm includes not only material losses such as rent, relocation, or renovation costs but also immaterial losses, such as loss of security, social disruption, and emotional suffering. In such instances, the harmed party must have a lawful claim to restitution or damages from the party who gained unlawfully.⁷⁶ In this case, the bad-faith party who actively exploited the lessee's vulnerability could be deemed to have benefited unjustly from rent or usage of the property, which they were neither morally nor legally entitled to enjoy.

The restoration of rights to the tenant is in line with the principle of substantive justice and the judge's duty to deliver rulings that reflect fairness, honesty, and moral balance between the parties involved.⁷⁷

4. CONCLUSION

In examining claims of undue influence within lease agreements, a thorough evaluation of both subjective and objective conditions of the parties is indispensable. Proof must not only

⁷² Sudikno Mertokusumo, *Hukum Perjanjian Indonesia* (Yogyakarta: Liberty, 1981).

⁷³ S. H. Salim, *Hukum Kontrak: Teori, Teknik Penyusunan Kontrak, Dan Contoh Kontrak* (Jakarta: Sinar Grafika, 2003).

⁷⁴ Ridwan Khairandy, *Hukum Kontrak Indonesia (Dalam Perspektif Perbandingan)*, Bagian Per (Yogyakarta: FH UII Press, 2011).

⁷⁵ Retno Wulan Sutantio dan Iskandar Oeripkartawinata, *Hukum Perikatan* (Bandung: Mandar maju, 1995).

⁷⁶ Sukbakti, *Hukum Perjanjian*.

⁷⁷ Sudikno Mertokusumo, *Penemuan Hukum* (Yogyakarta: Liberty, 2009).

confirm the existence of a contract but also establish how consent was formed, particularly when disparities in bargaining power and imbalances in access to legal information may have been exploited. Courts are required to comprehensively assess relevant evidence such as witness testimony, written agreements, and judicial findings to determine whether undue influence genuinely occurred and whether it produced a defect of consent. Tenants who act in good faith and are unaware of defects in the leased object should not be equated with actors in bad faith, as their lack of knowledge often stems from asymmetrical information or the lessor's failure to disclose the property's legal status. Upholding substantive justice and the principle of good faith therefore becomes essential to ensuring protection for lessees in disadvantaged contractual positions. The novelty of this study lies in its focus on undue influence perpetrated by third parties in lease agreements, an aspect that demands stricter evidentiary standards. Establishing such claims requires proof of the lessee's vulnerability or informational disadvantage, evidence of the third party's active intervention, and a clear causal link between that intervention and the lessee's consent. In addressing such disputes, judges should apply the provisions of Articles 1320–1321 of the Civil Code concerning defects of consent, Articles 1315 and 1338(3) on privity and good faith, and, where relevant, Article 1365 on tortious liability. These provisions, when interpreted coherently, provide a legal framework for safeguarding tenants while maintaining proportionality of liability. Consequently, the protection of good-faith lessees not only reflects the doctrinal principles of Indonesian civil law but also reinforces the judiciary's role in delivering substantive justice in cases of third-party undue influence.

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