



THE EXISTENCE OF THE ABUSE OF CIRCUMSTANCES DOCTRINE IN AGREEMENT LAW

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Abstract

The misuse of circumstances is one of the important factors that can invalidate the agreement's validity. Even though the parties have agreed on the agreement, if there is an orientation to abuse of circumstances, the agreement is null and void. This study aims to see the existence of abuse of circumstances associated with the principles of contract law. This research is legal research that tries to answer legal issues. Legal issues occupy a central position in a legal problem. This research uses a statutory and conceptual approach. Legal materials in this study include primary legal materials, namely: Civil Code/Burgerlijk Wetboek. Secondary legal materials include books, journal articles, study results and non-legal materials, including legal dictionaries. The analysis was carried out by conducting an inventory and analysis of the primary legal materials in the form of the Civil Code/Burgerlijk Wetboek to find prescriptions as legal recommendations. The study results confirm that the nature of the abuse of circumstances is an imbalance in the parties' positions in the agreement. This can be anticipated by applying the six principles of contract law simultaneously and comprehensively.

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I. INTRODUCTION

The agreement is one of the legal actions that people in everyday life often carry out (Isnaeni, 2016). That is because humans are social beings with an orientation to relate and cooperate with other humans. This orientation makes people from one unable to live and work independently. That confirms that humans have a mutualistic relationship or complement and need each other. Relations between humans as social beings must, of course, be distinguished into two things, namely, legal relationships and relationships that are non-legal (Sugeng & Sujayadi, 2012). In essence, legal relations emphasize aspects of exchanging complementary rights and obligations between each party. Non-legal relationships are oriented to the relational aspect between humans as social beings that are not directly related to the exchange of rights and obligations. Legal relationships are one of the relationships between humans that have an important dimension because they are related to efforts to fulfill human existential aspects (Marzuki, 2017). In this case, the law as a moral praxis emphasizes the importance of the agreement to be kept by the parties. Moreover, the agreement is a legal act often carried out as a form of human social relations. Agreements in law are in the field of private law or have a civil nature (Rizky, 2017).

The role of the State and other public institutions only focuses on safeguarding the agreements that the parties have determined to the agreement (Tamanaha, 2017). That is what the State then seeks for the sake of legal protection; every agreement should be determined in writing (Sopamena, 2021). Although ideally, the agreement is always based on the will of the parties as in the principle of freedom of contract, in practice, there is the potential for discrimination and even the potential inequality of position and agreements made by the parties (Rato, 2021). That is what often escapes the parties' observation in agreeing. That legal concept is often referred to as the abuse of circumstances (*misbruik van omstandigheden*) (Disantara, 2021). In simple terms, the abuse of circumstances is an attempt by one party to take advantage of certain conditions, which results in the non-achievement of free will (the principle of consensual) in the agreement made by the parties (Hazhin, 2019). Misuse of circumstances often creates a "one-sided" position so that the agreement's substance only benefits one party. This study seeks to provide explanations and prescriptions related to the existence of the doctrine of abuse of circumstances in contract law.

Research on abuse of circumstances (*misbruik van omstandigheden*) has been carried out by previous researchers, namely: Bernadeta Resti Nurhayati (2019) on Misuse of Circumstances as a Basis for Cancellation of Agreements with the focus of research on the form of implementing the doctrine of abuse of circumstances as the basis for canceling an agreement (Nurhayati, 2019). Furthermore, research conducted by Xavier Nugraha, John Eno Prasito Putra, and Krisna Darari Hamonangan Putra (2020) on Analysis of the Expiration of Lawsuit Cancellation of Agreement Due to Misuse of Circumstances (*Misbruik Van Omstandigheden*) which is oriented towards the expiration of the lawsuit for cancellation of the agreement caused by *misbruik van omstandigheden* (Nugraha, Putra, and Putra 2020). Then, the research conducted by Rifqi Fadillah, Faisal, and Fatahillah (2021) regarding Judges' Consideration of Misuse of Circumstances (*Misbruik Van Omstandigheden*) in Bank Credit Agreements (Case Study Against Supreme Court Decision Number 2039 K/Pdt/2014) is oriented towards case studies on Supreme Court decision Number 2039 K/Pdt/2014 related to *misbruik van omstandigheden* (Fadillah, Faisal, and Fatahillah 2021).

Based on the three previous studies, the author's research is an original study because it discusses the doctrine of abuse of circumstances (*misbruik van omstandigheden*) associated with various principles of contract law. That has not been specifically discussed in the three previous studies. Thus, the author's research is original and has not been carried out by previous researchers. This study seeks to answer two problem formulations: (i) What is the nature of the doctrine of abuse of circumstances in contract law?; and (ii) How is the application of the doctrine of abuse of circumstances related to the principles of contract law?

II. RESEARCH METHODS

This research is legal. Legal research is a (special) research in the field of legal science that tries to answer legal issues. Legal issues occupy a central position in a legal problem (Marzuki, 2016). Legal issues are answered with various approaches in legal science with *sui generis* characteristics (Hadjon, 2011). This research uses a statutory and conceptual approach. The legal materials in this study include: primary legal materials, namely: Civil Code/*Burgerlijk Wetboek*; secondary legal materials include: books, journal articles, and study results related to legal issues; and non-legal materials, including legal dictionaries. The analysis was carried out by conducting an inventory and analysis of the primary legal materials in the form of the Civil Code/*Burgerlijk Wetboek* to find prescriptions as legal recommendations.

III. RESULT AND DISCUSSION

3.1. The Essence of the Misuse of Circumstances Doctrine in Agreement Law

The agreement is a legal act often carried out by the community in everyday life. That is because almost every human action in life is related to a covenant, both simple and complex agreements (Marpi et al., 2021). Judging from the legal aspect, the agreement is etymologically constructed from the Dutch language; namely, *overeenkomst* has an agreement orientation or agreement from the parties (Muabezi, 2017). Article 1313 of the Civil Code provides the construction that an agreement is a legal act in which the parties bind themselves to the agreement that has been reached. Therefore, the agreement relates to the agreement of the parties, the agreed promise, and the rights and obligations stated by the parties in the agreement document. The agreement is contained in Book III of the Civil Code. Book III of the Civil Code has an open nature, which means that the agreement can adapt to the times as long as the principles, concepts, and limitations of the agreement in Book III of the Civil Code are adhered to and implemented by the parties (Jamil, Nury & Rumawi, 2020). In Article 1320 of the Civil Code, it is stated that there are four conditions for a valid agreement, namely:

- a. There is an agreement or consensus of the parties;
- b. The ability of the parties to make agreements;
- c. Clarity of the object of the agreement, including those permitted by law; and
- d. Agreement is based on a cause determined or permitted by law

Related to the above, the aspects in letters a and b relate to the subject of the agreement maker, so it is a subjective requirement. The consequence of not fulfilling subjective conditions is that the agreement can be cancelled or, in legal terms, known as *vernietigbaar*. Aspects in letters c and d relate to the object of the agreement so that it is an objective requirement. The legal consequence of not complying with the provisions in the objective conditions is the status of the agreement as null and void or in legal terms, namely *nietig* (Syamsiah, 2021). An important principle in Article 1320 of the

Civil Code is the importance of agreement (*toestemming*) as the main condition for the birth of an agreement (Setyawan, 2021). That indicates that the agreement is the “*mother*” of the covenant.

Actually, without an agreement, there will be no such thing as an agreement. Agreeing to an agreement must be understood as a compromise of the parties related to the substance of the agreement as stated by the parties. In this case, the agreement is a resultant or a meeting of the parties' will. In the legal concept, the agreement is also related to the offer (*aanbod*). An offer or *aanbod* is an offer by one party to another in which the other party agrees to the offer clause. That confirms that even if there is an "offer" option for one of the parties in the agreement, the "offer" still cannot be interpreted as "coercion" by one party against another party. Article 1321 of the Civil Code also emphasizes that the validity of the agreement needs to be reviewed if it is done by mistake, fraud, or coercion. Article 1320 of the Civil Code must be read systematically with the provisions in Article 1321. That confirms that even though Article 1320 of the Civil Code has determined the conditions for the agreement's validity, it is also necessary to look at the provisions in Article 1320 of the Civil Code in "one breath". Thus, reading Article 1321 of the Civil Code must be "together" with the provisions of Article 1321. Article 1320 of the Civil Code also explains the violation of the subjective terms of the agreement, the legal consequence of which is that an agreement can be requested for its cancellation by the court (Sari, 2020).

Furthermore, the abuse of state doctrine is also found in *Bovag Arrest III*, HR February 26, 1960, NJ. 1965,373, in which the Dutch court asserted that abuse of circumstances could be used as a reason for the cancellation of the agreement (Muskibah, 2020). Cancellation of the agreement as a reason for cancelling the agreement can be made to cancel the entire agreement or part of the agreement. The provisions of Article 44 paragraph (1) *Nieuw Burgerlijk Wetboek* (New BW) of the Netherlands explain four conditions related to abuse of circumstances (Faisal, 2015); which cover:

- a. *Bijzondere Onstandigheden* is a special situation which includes: emergency, dependence, carelessness, mental insanity and inexperience;
- b. *Kenbaarheid* or something that happened. That is implied that one of the parties knows or should know that the other party is in a special condition moved (his heart) to close a deed of agreement;
- c. *Misbruik* or abuse by one of the parties has implemented the agreement even though he knew he should not have done so, as well as;
- d. *Causaal Verband*, s a causal relationship that is related without the abuse of the situation; the agreement is not closed.

That also explains that the abuse of conditions is conceptually inherent as part of the contract law even though it has not been formally institutionalized in the contract law. At first, the abuse of circumstances was associated with *geode zeden*, which is a matter related to conflict with etiquette in society, including public order (Widia, 2022).

The discrepancy in the agreement's position can potentially make the agreement unfair to the aggrieved party. An agreement that is detrimental due to misuse of circumstances can be cancelled because the agreement turns out to be detrimental to one party or all parties. The abuse of real conditions is not only related to the content of an unbalanced agreement. The agreement is considered contrary to manners and decency or has the potential to be one of the aspects that causes abuse of the situation. (Suprpti, 2021). However, economically and psychologically have the same position as in the agreement; there is no abuse of circumstances. Thus, it can be concluded that it is not a prohibited "cause/cause" but a defect in the will be related to the application of methods in the form of forcing or abusing the agreed agreement. Misuse of circumstances as a defect of will to agree can be requested for its cancellation by the injured parties before the court (*vernietigbaar*). However, economically and psychologically have the same position as in the agreement; there is no abuse of circumstances. Thus, it can be concluded that it is not a prohibited "cause/cause", but a defect in the will be related to the application of methods in the form of forcing or abusing the agreed agreement.

Misuse of circumstances as a defect of will to agree can be requested for its cancellation by the injured parties before the court (*vernietigbaar*) (Maharani, 2021). *First*, is the abuse of economic advantage, one of which is the economic condition of one party which forces it to fulfil or obey the agreement made by the other party. *Second*, the requirement for the abuse of mental excellence can be seen from the position of the parties in the agreement, such as still bound by relative relations, between close friends, as well as between teachers and students and religious leaders and ordinary people. If this is not carefully anticipated, it can lead to misuse of the situation. The two things above have the potential to make one of the parties "forced" to give consent to the agreement. In J. Satrio's view, some of the characteristics of abuse of circumstance (Widia, 2022), include:

- a. Aspects of economic urgency such as needing money and so on;
- b. The existence of a hierarchical relationship both in terms of office and social relations;
- c. The existence of other conditions that are not beneficial to one party, such as a doctor with a patient, a lawyer with a client and so on;
- d. The agreement substantially contains an unequal relationship, such as the existence of an exoneration clause that benefits one of the parties; and
- e. There is a loss contrary to propriety and humanity (humanity) towards one of the parties.

The importance of the doctrine of abuse of circumstances makes judicial practice assert that abuse of circumstances is one of the conditions for the cancellation of the agreement. In normal contract law, there are general reasons for the cancellation of the agreement, such as: (i) the agreement is made by those who are incompetent (Article 1330 of the Civil Code); (ii) the agreement is contrary to law, public order or morality (Article 1337 of the Civil Code); (iii) the agreement was made by mistake, coercion or fraud (Article 1321 of the Civil Code); and (iv) default in the implementation of the agreement (Article 1266 of the Civil Code). The jurisprudence that explains the abuse of

circumstances is in the Supreme Court Decision No. 3641.K/Pdt/2001 dated September 1, 2002 is “the signing of the agreement contained in the Deed No. 41 and 42 by the person who is being detained by the police, is an act of “abuse of circumstances”. This is based on the fact that one of the parties is not free to express his will (there is pressure both physically and psychologically).

That resulted in all agreements contained in Deed No. 41 and No. 42 of the agreement, together with other agreements, becoming null and void by law or declared null and void by the judge on the demands of other parties” (Sarwono, 2016). That is based on the psychological condition of the parties, which the judge considers lame. The Civil Code does not adhere to the *justum pretium* principle, which is necessary for the reciprocal agreement to be met with the conditions for a balance of achievement and counter-achievement (Hasanah, 2017). Therefore, unequal achievements and counter-achievements are insufficient to prove the existence of an abuse of circumstances. The imbalance of achievement and counter-achievement is only one indicator that must be further proven whether an abuse of the situation preceded the emergence of the situation. It must be proved that the glaring imbalance of achievement occurs because of the pressure of the situation, which is abused by one of the parties. The pressure of circumstances and imbalances is also not enough, and the important thing is to prove that there is an abuse of economic or psychological conditions. Assessment of whether there is an abuse of circumstances must be done on a case-by-case basis. Until now, no statutory regulation imitatively mentions the criteria for abuse of circumstances. Therefore, each case must be viewed objectively and rationally regarding the situation and conditions at the time of closing the agreement and the formulation of achievements and counter-achievements in the agreement itself.

The conclusion that there is emotional abuse of circumstances without looking at objective criteria can lead to legal uncertainty that injures justice. To determine whether there is the abuse of circumstances, indicators that can be used as benchmarks are: (a) aspects of agreement formulation, achievements, and counter-achievements must be viewed properly and in a balanced manner; and (b) aspects of the process of ratification of the agreement, it must be noted that no party dominates and even places greater hegemony over the other party. As is usual in demands for cancellation of an agreement based on a defect of will, there is no need for an element of loss. It is sufficient if it can be proven that an agreement cannot be born without abuse of circumstances. Harm can be interpreted as a forced agreement (*opgedrongen*). Furthermore, Article 1321 of the Civil Code stipulates that an agreement is "illegitimate" if it is given due to: oversight (*dwang*), coercion (*dwaling*) or fraud (*bedrog*). Thus, if in an agreement there is an element of error or coercion or fraud, then the agreement of the parties in the agreement is imperfect, or in other words, there is a will (*willsgebreken*) in the agreement which gives the consequence that the agreement is "cancellable." That in addition to oversight, coercion and fraud, there is a fourth form of defect of will that is not regulated in the Civil Code but is recognized through jurisprudence, namely what is called "Abuse of

circumstances (*misbruik van omstandigheden*/undue influence)" (Hazhin, 2019). Misuse of conditions in the agreement can be broken down into two categories, namely: (i) abuse of circumstances due to economic superiority (*economische overwicht*) of one party over another, and (ii) abuse of circumstances due to psychological/psychological advantage (*geestelijke overwicht*).

The prerequisite for saying that there is an abuse of circumstances because of economic advantage is categorized in several ways. First, one party must have an economic advantage over the other. Second, the other party is forced to agree while the prerequisites for abuse of circumstances due to psychological advantages are as follows: (i) one of the parties abuses relative dependence, such as special trust relationships between parents and children, superiors and subordinates, husband and wife, doctors and patients, lawyers and clients and so on, (ii) one party abuses the particular mental state of the other party such as being sick, inexperienced, lacking in knowledge, and so on. The cancellation of the agreement for reasons of abuse of circumstances is the embodiment of a contemporary principle in civil law called the "*iustum pretium*" principle, which essentially states that "*any engagement that results in financial loss from one of the parties must be cancelled due to an abuse of circumstances.*" The abuse of circumstances as a reason for the cancellation of the agreement was first accommodated by the Supreme Court with Jurisprudence No. 3641 K/Pdt/2001 dated 11 September 2002: the legal rules that can be drawn from the jurisprudence are: in the principle of freedom of contract, the judge is authorized to examine and declare that the position of the parties is in an unstable condition so that one of the parties is considered not free to declare his will. In an open agreement, the legal values that live in a society following decency, justice, and humanity can be used as an effort to change the provisions agreed in the agreement.

Assessment of whether there is the abuse of circumstances must be done on a case-by-case basis. That is because *expressive verbis* in the laws and regulations in Indonesia have no specific rules that confirm the standard and characterization of abuse of circumstances. Therefore, the legal doctrine tries to construct a standard of abuse of circumstances which includes: (i) the formulation of an agreement whose distribution of achievements is contrary to propriety and common sense, (ii) a closing process that favors economic and psychological strength, and (iii) abuse of extreme circumstances. Provide loss provisions. It is sufficient to emphasize that there is an abuse of circumstances that compels one of the parties to agree. Based on the description above, it can be concluded that the essence of the doctrine of abuse of conditions in contract law is related to restrictions on the principle of freedom of contract. Furthermore, the doctrine of abuse of circumstances emphasizes the importance of equality in the agreement so that even if the positions and social constructions of the parties are different, the law must provide equal access and opportunities for the parties to formulate an agreement following the conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code.

3.2. The Implementation of the Abuse of Circumstances Doctrine: An Relation with Agreement Law Principles

Legal principles occupy an important position in the study of legal science. Legal principles occupy an important position in the development of theoretical and practical legal science. According to Bellefroid, the validity of a positive legal rule is determined by legal principles, which are the praxis of morals. (Iffan, 2018). Furthermore. Ronald Dworkin asserted that the legal principle is a "moral foundation" that directs a legal norm to be applied to the community. That emphasizes the importance of legal principles in studying legal science (Mahfud, 2019). ovenant law also has several legal principles that must be obeyed and implemented. The principles of contract law include: (i) the principle of consensual, (ii) the principle of freedom of contract, (iii) the principle of *pacta sunt servanda*, (iv) the principle of good faith, (v) the principle of personality, and (vi) the principle of proportionality (Al-Qarano, 2021). The principle of consensualism means that the parties to the agreement must agree on every content or main thing in the agreement. The principle of consensualism is implied in one of the legal terms of the agreement based on the Civil Code.

Article 1320 of the Civil Code explains that in order for a valid agreement to occur, four conditions need to be fulfilled: the agreement of the parties, the ability to agree (in this case, the age of maturity = 18 years), the object of the agreement is not against the law, and is carried out based on things that are not against the law. . The principle of freedom of contract is implied in Article 1338 of the Civil Code which explains that the agreement is "as" the law that binds the parties. That is must be interpreted that the Civil Code never equates the law and the agreement but only "likens" the binding power of the agreement must be implemented as the law. In this case, the agreement in the agreement emphasizes the parties' agreement; This also applies to the cancellation of an agreement which must also obtain the parties' consent. In Agus Yudha Hernoko's view, as an essential principle in contract law, the principle of freedom of contract occupies an important position in contract law which includes: (i) determining the clauses of an agreement made, (ii) determining the object of an agreement. , (iii) determine formally the forms of the agreement, (iv) choose options related to the provisions of choice in a statutory regulation relating to the substance of the agreement; whether deviated or selected (Hernoko, 2014). The principle of *pacta sunt servanda* in contract law also occupies an important position because it lexically emphasizes the accuracy of the agreement on the agreed terms. Historically, the principle of *pacta sunt servanda* became the basis for the civil law legal system, both in the private and public domains.

Even so, it does not mean that there is no such principle in a country with a common law character. As a basic principle of contract law, the principle of *pacta sunt servanda* is also a reference in countries with a common law legal system, even with a different approach. Thus, the principle of *pacta sunt servanda* is universal in contract law, so the denial of this principle is a breach that morally and legally cannot be justified. The principle of good faith emphasizes being honest in

making agreements. At the manufacturing stage, it is emphasized that if the contract is made before an official, the parties are considered to have good intentions and as appropriate in the implementation stage, which is related to an assessment, both of the behaviour of the parties in carrying out the agreement in the contract; or to prevent improper conduct in the performance of a contract. The principle of personality is the principle that determines that a person will perform or make a contract only for personal or individual interests. This civil law principle is implied in the following article in the Civil Code. Article 1315 of the Civil Code explains that, generally, a person cannot enter into a binding agreement other than for himself. Article 1340 of the Civil Code explains that the agreement only applies to the parties who make it. The agreement cannot harm third parties; the agreement cannot provide benefits to third parties other than in the specified cases.

Next is the principle of proportionality which emphasizes the guarantee that the exchange of interests (rights and obligations) takes place proportionally for the parties so that a fair and mutually beneficial contractual relationship is established. The principle of proportionality is related to the role of contracts as the basis for fair exchange in the business world. According to P.S. Atijah, the meeting of the parties in the market mechanism following what is desired) is a form of fair exchange. This mechanism is the fundamental basis underlies the concept of "freedom of choice in exchange – freedom of contract" (Hernoko, 2010). Basically, by taking the basic values contained therein, the principle of proportionality is the embodiment of the doctrine of "fairness in the contract" which corrects the dominance of the principle of freedom of contract, which sometimes causes injustice. Contracts cover a wide range of aspects of public relations. Furthermore, Elmer Doonan and Charles Foster, by including the procedures and conditions for a business transaction in the contract, the parties intend: (a) Written evidence in a transaction; (b) Prevent fraud or other things that violate the agreement; (c) Set limits on rights and obligations; and (d) A detailed description of business transactions. Regarding contractual justice, J.H. Niewenhuis explained that as long as the mutually agreed upon achievements presuppose equality (the position of the parties), then if there is an imbalance, the focus of attention will be focused on equality related to the way the contract is formed, and not on the final result of the achievement in question (Field, 2016) Niewenhuis' view is certainly relevant to the principle of proportionality in commercial business contracts, which emphasizes equality of position and exchange of achievements between the contracting parties. This also emphasizes that in assessing contractual relationships, especially commercial business contracts, the criteria for dividing rights and obligations according to mathematical balance cannot be used.

The principle of proportionality allows for an imbalance of positions on the condition that the exchange of achievements takes place fairly and proportionally. The principle of proportionality means "the principle that underlies or underlies the exchange of rights and obligations of the parties according to their proportion or share in the entire contractual process." The principle of proportionality presupposes that the distribution of rights and obligations is realized in the entire

process of contractual relations, both in the pre-contractual phase, contract formation and contract implementation (*pre-contractual*, *contractual*, *post-contractual*). The proportional principle is oriented towards the context of the relationship and the interests of the parties (i.e. maintaining the continuity of the relationship so that it is conducive and fair) (Raden Roro et al., 2019). Referring to the description above, the actual abuse of circumstances is related to the non-implementation of one of the principles in contract law. According to the author, the principles of contract law include: (i) the principle of consensual, (ii) the principle of freedom of contract, (iii) the principle of *pacta sunt servanda*, (iv) the principle of good faith, (v) the principle of personality, and (vi) the principle of proportionality is a unitary "body" in the agreement so that there cannot be one principle that is more dominant while the other principles are reduced in meaning. That is in the context of abuse of circumstances, for example, when the principle of freedom of contract is upheld while the principle of proportionality is reduced in meaning and application. In this case, the situation has been abused. Thus, in the author's opinion, abuse of conditions in the agreement occurs when one or more of the principles of contract law are not applied properly. Therefore, the six principles of contract law must be implemented simultaneously. The application of the doctrine of abuse of circumstances is associated with the principles of contract law, namely, abuse of circumstances can occur when one or more of the principles of contract law cannot be implemented properly. Thus, to avoid abuse of circumstances, it is necessary to have consistency and coherence in applying the principles of contract law comprehensively and simultaneously.

Related to the principles of the law of the agreement, it can be concluded that the abuse of circumstances can occur if one of the principles in the law of the agreement is not fulfilled. For example, this is only based on the principle of freedom of contract, but the provisions in the principle of proportionality are not fulfilled, namely in the form of an agreement that the parties have agreed upon, but the distribution of achievements is not balanced. That is the basis and origin of the abuse of the situation. The excessiveness of a legal principle of agreement against other principles can cause injustice in the agreement, in this case, the potential for abuse of circumstances. Therefore, an effort to minimize the occurrence of abuse in contract law is to apply all the principles of contract law comprehensively and simultaneously. Thus, applying the doctrine of abuse of circumstances associated with the principles of contract law prevents the misuse of the conditions of abuse of the conditions of the legal principles of the agreement. It must be applied comprehensively and simultaneously and in testing an agreement that has the potential to abuse the state of the principles of the law of the agreement to act as a stone. Test in testing for abuse of circumstances.

IV. CONCLUSION

The essence of the doctrine of abuse of conditions in contract law is related to restrictions on the principle of freedom of contract. Furthermore, the doctrine of abuse of circumstances emphasizes the importance of equality in the agreement so that even though the positions and social constructions of the parties are different, the law must provide equal access and opportunities for the parties to formulate an agreement following the conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code. The application of the doctrine of abuse of circumstances is associated with the principles of contract law, namely, abuse of circumstances can occur when one or more of the principles of contract law cannot be implemented properly. Thus, to avoid abuse of circumstances, it is necessary to have consistency and coherence in applying the principles of contract law comprehensively and simultaneously.

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