

# A Decade Review Of Civil Law In Indonesia

**Muhammad Arifin**

Universitas Muhammadiyah Sumatera Utara,  
Kampus Pascasarjana Jl Denai No 217 Medan 20226, Indonesia

*Abstract: Indonesian civil law is coded to follow the Dutch French pattern of the legal system adopted during the colonial era. The civil law is contained in the Book I, II, III, IV of the Indonesian Civil Code, which emphasises on Person, Property, Agreement, Proof, and expiration, respectively. The first section will briefly explore the historical concepts of civil law in Indonesia, forming a basis of discussion for the study. The Person law concerns individual private life and family where the review of Marriage Law and Inheritance law will be discussed. Property law which covers the provisions on property and right to the property considering the tangible and intangible, as well as movable and immovable. The agreement law will review how people enter contracts in their daily transactions and the theories underlying the emergence of agreement. The study will assist in discussing the provisions in civil law in Indonesia.*

*Keywords: Civil law, Property, Agreement, Person, Indonesian Civil Code*

## I. INTRODUCTION

Indonesia's civil law system is formed based on the Roman-Dutch model. The Dutch colonialism 350 years ago influenced the stipulation of law in Indonesia since Dutch colonial law is reflected in Indonesia's civil, commercial, and criminal code (Gardner, 2020). After Indonesia gained its full independence in 1945 (Entah, 2016), the country commenced formulating its modern law, which was based on customary law that existed before colonialism and the Islamic law. Other sources of law in Indonesia include the 1945 Constitution, Law (Undang-Undang), and Government Regulation in Lieu of Law, regulations code (Gardner, 2020). The customary law was traditional law that was used to solve disputes in the community (Vollenhoven, n.d.) while the Islamic resolved conflicts between Muslims at personal levels and family matters (Cammack & Feener, 2011). The differentiation and uniqueness with Indonesia law are that judicial precedents are not applied as sources of law, unlike other countries across the world. The civil code regulates all private matters in Indonesia. Civil law originated from the division of law according to its contents by Roman jurists before the medieval times. By then, the law was divided into public law (Ius Publicum Roman Law), which set to regulate how citizens related with the state and the private/civil law (Ius Privatum)

controlled the relationship among citizens and their interests (Leyser, 1954). This division system was not only adopted in Indonesia, but rather other countries across the world like France, Italy, and Germany, among others, applied it to rule over their people (Joireman, 2004). Based on the brief background provided above, this study intends to explore the review of the enacted Civil Law, namely Person, Property, and Contract Laws in Indonesia emphasising on their systematics as well as applicability.

## II. METHODS

Research is an essential aspect of the various development studies, including legal, business, and sciences, among others, and it aims to reveal the truth in certain perceptions and ideologies systematically and consistently following a particular methodology (Western Sydney University, 2020). Legal studies are unique and normative, therefore has specific methods of research. In a broader sense, the methods of research used sciences are not applicable in legal studies (Soerodjo, 2016). The approach used in legal studies includes a historical and conceptual approach that allows the researcher to gain a deeper comprehension of legislations and legal institutions or, generally, the legal system. The historical

approach is executed considering the background of the subject under discussion. The conceptual approach involves the incorporation of views and doctrines, which give rise to law notions and principles which are applicable in legal studies and are referred to as primary law materials (Soerodjo, 2016). The primary law material used in this research is the Indonesia Constitution of 1945 (Undang-Undang), Indonesia Civil code, the Customary, and Islamic Laws, among others. The study will embark on the use of secondary law materials as well to discuss the Civil law in Indonesia. Secondary data is the data collected from sources that have already been published (Kabir, 2016). Some of the sources of information to be incorporated in the study include relevant prior research, historical materials, books, records, internet articles as well as Indonesia's legislation websites, which are rich with reliable civic information. This will help to acquire a historical overview of civil law in Indonesia, which will be used as the foundation of the study.

### III. THE HISTORY OF CIVIL LAW IN INDONESIA

Indonesia is a country characterised by pluralism, diversity, and wealth of culture. The country consists of 17,000 islands and more than 550 tribes, which attributes to the diverse local languages, art, religion, and beliefs (Entah, 2016). Before the country was exposed to western civilisation, each tribe or rather a group had developed its customary law (hukum adat). It was highly influenced by religion, including Hinduism, Buddhism, and Islam, but to a higher degree, the Islamic faith was the dominant and its law included in the legal system (Laiman et al., 2011). Indonesia is termed as one of the countries that achieved early human civilisation, and its history can be traced during the initial stages of prehistoric human life, as researched by western scientists. The history of civilisation in Indonesia can be read in early books like "Atlantis-The Lost Continent finally found," which was written by geologists and Physicists called Arsyo Santos (Entah, 2016). The author argues that after the sinking of the ship Atlantis which was caused by a series of disasters including earthquakes and tsunami, the remnants of Islands became the Archipelago Indonesia. The historic books around 4000 years ago stated that people of South Asia moved the regions of Archipelago, and then came the religion and civilisation (Entah, 2016). The first entry was Hinduism, followed by Buddhism and later Muslims who came as traders.

The history of Indonesia Civil law can be divided into eras, including the Dutch period, Japanese, Independence, and Reform era. During the Dutch era, which was around 1512, Indonesia established trading connections with Portuguese who brought Roman Catholicism together with new vocabularies that still exists in Indonesia's national language (Laiman et al., 2011). The Dutch introduced the Roman-Dutch civil law legal system, which used to regulate trade and political, economic interest. Initially, through the Dutch East-Company (VOC), seemed to respect local laws, especially where no other party showed commercial interest (Lev, n.d.). Dutch colonisation over Indonesia began in the early 1800 and was tactful where they did not wholly dominate the country at

the same time but instead did it slowly to ease the resistance intensity from local communities (Laiman et al., 2011). Although the British tried to acquire a share from 1811-1816, they did not make any significant changes in the legal system over the short period (Laiman et al., 2011). The Dutch popularised the use of Bahasa Indonesia language across the country, considering that it had diverse tribes which required to be united (Hallen, 1999). The Japanese era was characterised by the massive acquisition of war weapons supplied by the Japanese, who played a vital role in the declaration of Independence in Indonesia (Greenlees, 2005). The Japanese were able to fit the trend of the time with their legacy providing opportunities for the Indonesians to participate in politics, administration as well as in wars. The independence era led to the establishment of the Undang Undang, which is the Indonesian Constitution in 1945, which outlines all the legislations and institutions adopted from the colonial period (Laiman et al., 2011). This era was marked by frequent conflicts between the initial colonial rulers and resistant movements (Greenlees, 2005) but later ended with the development of democracy era in the national legal system. As at 1995, several laws including in the civil, commercial and criminal codes were formulated and implemented including marriage law of 1974, the criminal procedure of 1981, law of the religious court of 1989, and others like banking law company law of 1995, capital market law of 1995 (Laiman et al., 2011). The new era which aimed at stabilising the political unrest and uncontrollable competitions. During this era, violation of human rights was criticised at a high degree across the country. However, the formation of the National Commission on Human Rights relatively failed to protect human rights adequately. Civil laws exist under the Indonesian Civil code, which emphasises on individuals and how they relate with others. According to the Legal Dictionary (2014), Civil laws are defined as the set of rules that protects the individual rights as a citizen and provide legal solutions to disputes that revolve around contracts, torts, property, and family law. The Civil law system does not incorporate the use of juries in court proceedings, but rather joint judgements (Putusan) are made by a panel of three judges where one is the Chair (Ketua) and is superior to the other two judges (Lindsey, n.d.).

### IV. PERSON LAW

The Person Law is stipulated under Book I of the Indonesia Civil Code and emphasise on regulating individuals and families. Some of the provisions of the Person Law are also governed by the national law formulated and implemented by the Indonesian government. The Indonesian Civil Code covers aspects like residence, matrimony, rights, and obligation of spouses, community property management, division of assets, marriage, minority and guardianship, emancipation, and conservatorship, among others (Indonesian Civil Code). The provisions on marriage partially are inapplicable in Book I and were replaced by the Marriage Law No. 1 of 1974. Article 1 of the Marriage Law defines marriage as the bonding between a man and a woman or husband and wife, which results in the formation of a family in a Godly

manner (The Law Library of Congress, 2010). When expounding on the aspect of 'Godly manner', the Article 29 of the Indonesia Constitution on Religion outlines that the state is formed on the basis in the belief of one and only God (Indonesia Constitution, 1945).

The provisions of the Inheritance Law are still regulated by Book I of the Indonesian Civil Code. What makes this law unique is, it is subject to pluralism since it applies to diverse to different religion groupings where each group has their unique customary law that discuss the inheritance issues (Barlinti, 2014). The Law applicability depends on the group division where customary law is for Indonesian Natives, Islamic inheritance Law for Indonesian Moslems, and the Indonesian Civil Code's Inheritance law is applicable for foreign groups like Chinese and Europeans. (Soerodjo, 2016). The Inheritance Law of Adat or the customary law governed the indigenous community before the entry of the Islam and Dutch colonialism. The law had three inheritance systems, namely individual, collective, and mayoral inheritance. The Islamic Inheritance law was implemented based on the norms carried from the Qur'an and Hadith teachings (Barlinti, 2013). For example, according to the Surah An Nisa Verse 11, Allah directs that male inherits property two times more than the female. If the parent has only daughters, their share of inheritance equates to two-thirds of it, and if she is only one, she gets half of it (Quran, 2016). However, Mark (2002) argues that due to the rise of controversy, which has alleged conflict between the Islamic inheritance doctrine and Adat has influenced the inspiration of partial accommodation of both Islam and Adat. The Inheritance Law in the Civil Code is contained in Book II and concerns property. The law is placed in the Book II of the Civil Code because the Rights to inherit property are provided on Article 528 of the Civil Code (Barlinti, 2013) and also it is one of how one can obtain rights to ownership of property as stipulated on Article 584 of the Civil Code (Munandar et al., 2014).

## V. PROPERTY LAW

As mentioned earlier, properties are regulated under Book II of the Indonesian Civil Code. Still, its applicability is curtailed to the sections which define the provisions for property and right to the property. In a legal perspective, the property does not necessarily capture objects that are tangible or what can be figured out the human's five senses but also intangible property (Soerodjo, 2016); which are protected by the intellectual property rights like Copyright by Law No. 28 of 2014 and Patent by Law No. 13 of 2016 among others (Dewantara, 2018). Different provisions in the Indonesian Civil Code defines the term 'property' differently where Articles 1792, 1354, 1263 of the Indonesian Civil Code gives property (*Zaak*) meaning as a legal act, interest, and legal reality respectively (Soerodjo, 2016). The property rights are divided according to the *Burgelijk Wetboek*, which categorise property in two; movable and immovable (Swadling & Akkermans, n.d.). The immovable property is manifested to be land. However, it is unclear what else can be placed in the same category since Article 506 defines immovable property

as a yard and any other object that is built on it (Indonesian Civil Code).

Indonesian Civil Code (*Burgelijk Wetboek*) was at some point adopted the legal system from the Netherlands after colonialism, thereby forming the Civil law model, which is used in most of the Western European countries (Soerodjo, 2016). In these countries, which are characterised by a continental European system, the essential property rights are the ownership rights, although while it is developed, it is solely applicable to ownership (Schmid et al., 2005). The additional concept that is found in the Netherland legal system is the division of property into and non-land, which originates from the customary law not to mention that Indonesia is subject to pluralism where there prevails Islamic, national, and customary legal system (Soerodjo, 2016). During the development of this law, the government considers the people's view as well as ideologies since it uses the property law as a tool to boost investment in Indonesia through attracting foreign investors (Soerodjo, 2016). The security law, on the other hand, has been emphasised on to spur the business and the overall country's economy.

The security law contained in Book II of the Indonesian Civil Code since it regulates different types of properties and property rights by creating an atmosphere for enjoyment and security (Rudy, 2019). They are set of law that governs borrowers and creditors and the type of collateral to be used to secure debts (Indonesian Civil Code). Security law is the English name for *Zekerheidstelling*. It involves property security, which covers the privileged debts, pawn, and hypothetic, while individual security covers personal guarantee and is stipulated in the Articles 1131 to 1232 of the Indonesian Civil Code (Soerodjo, 2016). The type of protection that possesses the characteristics of properties includes security rights, pawn, Cessie, Fiduciary, Hypothetic on Vessels, and aircraft. Although the Security Law has existed independently, there are other regulatory policies like the National law, Basic Regulation of Agrarian Principles, Security Rights law ad Fiduciary law that regulate the securities (Wobowo & Utama, 2019).

## VI. CONTRACT LAW

The contract law is contained in Book III of the Indonesian Civil Code, and its other names are Covenant or Agreement Law (Soerodjo, 2016). The Indonesian Contract Law is similarly adopted from the Continental European System since it draws much of its framework from the Dutch and French legal systems (Lindsey, 1999). The background information of Contact Law can be traced since the entry of colonialists who found existing diverse local legal institutions which they used to divide the people into population groups based on their race to have a distinction of residents and non-residents, Dutch nationals and other foreigners as regulated by the State Gazette 1855 No.2 (Gautama, 1998). The formation of population groups assisted in the people's daily private activities (transactions) to decide on the kind of contracts to enter, which included civil issues like land ownership and inheritance because each group had their legal system

regulated by separate Contract laws (Hartano & Sunandar, 2001).

The Book III that contains the Contractor instead, the agreement law is liberal to accommodate and allow everyone to have the freedom to make contracts provided they are compliant with the set Act (Soerodjo, 2016). According to the Indonesian Civil Code, the term agreement constitutes *Verbintensis* which means binding or entering into a legal relationship and *overeenkomst* meaning to agree as stipulated in the Article 1320 and 1338 (Wibowo & Utama, 2019). Article 1313 defines an agreement with a consensus of two parties to enter into a relationship where the rights and obligations of both parties are protected by the rule of law (Indonesian Civil Code). The agreement can be reached through verbal or written forms. Some of the renowned legal experts like Subekti argues that an agreement is a covenant entered among two or more people, thereby a relationship arising.

In contrast, CST Kansil defines agreement as an event where one party covenants to another to perform a particular activity (Soerodjo, 2016). According to the Indonesian Civil Code, a contract between two parties remains valid if it satisfies and abides by all the terms of the agreement in Article 1320. The following conditions consider the validity of an agreement; there should be a binding agreement between the parties, both parties should be capable of making the agreement, there must exist a particular subject of matter, and the reason for reaching the contract should not be forbidden (DHP Lawyers, n.d.).

Firstly, the condition that there must exist a binding agreement between parties is explained now. According to Hartono et al. (2001), the emergence of an agreement underlies on four different theories which include Will theory (*wilstheorie*) which is the oldest and states that consensus is reached when the involved parties express their will and intentions to commit themselves on the agreement (Hartono et al., 2001); for example, through writing a letter or oral means (Laurence, n.d.). The theory further elaborates that if a statement is written, and is opposite of what one party will, then the agreement shall no longer be binding (Soerodjo, 2016). The sending theory (*verzendtheorie*) outlines that the acceptor must first express the will to the offender so that the consensus is reached (Zamir, 2013). The Statement theory highlights that society holds on to the statement that has already been declared. This theory is demonstrated using an example where, if we have two parties A and B, and A offers an item B and accepts it, this means that a consensus has been reached between A and B despite the statements expressed by the parties follows their intentions (Prisandani, 2018). Trust theory (*vetrouwenstheorie*) states that an agreement is made only when the statements expressed by the parties are proved to be trustworthy (Soerodjo, 2016). The knowledge theory outlines that an agreement is made as soon as the offerer realises that their offer was accepted by the acceptor (Hartono et al., 2001). However, several legal works like Prisandani (2018) and Soerodjo (2016) tend to ignore the knowledge theory, recognising the presence of the other three theories. Despite having the theories in place, more thorough studies need to be undertaken seeking more clarity on ones adopted

by the Indonesian Civil Code since there exist contradictory provisions, especially those regarding the contract law.

Secondly, the capabilities of parties agreeing are measured by age where they must be adults having reached 21 years (Wibowo & Utama, 2019). According to Article 1330 of the Indonesian Civil Code, it incapacitates minor persons, a person in custody, and restricted women by the law from agreeing. A minor is a person who has not reached the age of 21, according to Article 330 of the Indonesian Civil Code. However, this provision is invalidated by Law number 30 of the Law of Notary Article 39 enacted in 2004 which outlines that an adult is a person who has attained an age of 18 years or has been married (Office of Notary Public, 2004). Thirdly, the condition that there must exist a particular subject which should be in the form of property or rather a specified achievement is termed as the main agreement (Soerodjo, 2016). In this context, the subject/ object should either be tangible or intangible and may be determined when the parties agree. Still, they should consider the fact that the value or amount of the property can evaluate (Indonesian Civil Code) (Ramansyah, 2018). Lastly, there must exist a lawful cause that abides the parties and provides a description of the objectives which should comply with existing laws and regulations as well as moral values (Soerodjo, 2016). An agreement made under unlawful grounds will be terminated, considering that contracts made in Indonesia are subject to similar legal binding with the law (Lin, 2018). Any party or person in Indonesia is granted the freedom of entering into an agreement according to the Article 1338 of the Indonesian Civil Code following the principles of laws namely Freedom of Contract (Rahmansyah, 2018), Consensual, Pacta Sunt Servanda (Minarosa, 2018), Equality and Good Faith Principles (Amalia et al., 2018).

## VII. CONCLUSION

To sum up, Civil Law in Indonesia was adopted during the colonialism era from Dutch and French. The legal system was modified to accommodate the various legislation because Indonesia is a Pluralism country in nature. The Indonesian Civil Code emphasises on Person, Property, and Contract Laws, which are some of the constituents in the Civil Code. Person Law provides for Marriage Law and Inheritance Law, which gives rights of ownership to individuals. Property Law regulates borrowers and creditors and the type of collateral to be used to secure debts through the security Law. The Contract or agreement Law gives freedom to parties and individuals to enter into agreements as far as they satisfy the stated conditions under article 1320 of the Indonesian Civil Code.

## REFERENCES

- [1] Amalia, R., Sabrie, H. Y., & Pawestri, W. D. (2018). The Principle of good faith in the choice of law of foreign direct investment contracts in Indonesia. *Fiat Justisia*, 12(2), 170-180.

- [2] Barlinti, Y. S. (2013). Inheritance legal system in Indonesia: A legal justice for people. [https://www.researchgate.net/publication/280843092\\_Inheritance\\_Legal\\_System\\_in\\_Indonesia\\_A\\_Legal\\_Justice\\_for\\_People](https://www.researchgate.net/publication/280843092_Inheritance_Legal_System_in_Indonesia_A_Legal_Justice_for_People)
- [3] Cammack, M., & Feener, M. R. (2011). The Islamic Legal System in Indonesia. *Pacific Rim Law & Policy Journal*, 21(1).
- [4] Dewantara, M. H. (2018). Protection of intellectual property for Balinese indigenous industry in cultural tourism business. *Advances in Economics, Business and Management Research (AEBMR)*, 52. <https://doi.org/10.2991/ictgd-18.2018.15>
- [5] DHP Lawyers (n.d.). How to create a legal agreement in Indonesia. Prayogo Advocat. <https://www.dhplawyers.com/how-to-create-a-legal-agreement-in-indonesia/>
- [6] Entah, A. R. (2016). Prularisme Private Law/ Civil Law in Indonesia. *Public Policy and Administration Research*, 6(6), <https://www.researchgate.net/publication/323797085>
- [7] Gardner, R. (2020). Southeast Asia legal research guide: Introduction to Indonesia & its legal system. <https://unimelb.libguides.com/c.php?g=402982&p=6375252>
- [8] Gautama, S. (1998). The commercial laws of Indonesia. Citra Aditya Bakti.
- [9] Greenlees, D. (2005). Occupation helped put Indonesia on the path to independence. <https://www.nytimes.com/2005/08/15/world/asia/occupation-helped-put-indonesia-on-the-path-to-independence.html>
- [10] Hallen, C. L. (1999). Language contact and its influence in Bahasa Indonesias phonemic system. <https://linguistics.byu.edu/classes/Ling450ch/reports/bahasa.htm>
- [11] Hartono, S., & Sunandar, T. (2001). The Indonesian Law of Contracts. Economic and social development and law (Indonesia). <http://www.ide.go.jp/library/English/Publish/Download/Als/pdf/10.pdf>
- [12] Hartono, S., Setiawan, & Taryana (2001). Indonesia Contract Law. Proceedings of Roundtable Meeting Law, Development and Socio-Economic Changes in Asia, 1, 136-162. <http://hdl.handle.net/2344/00015249>.
- [13] Indonesian Civil code. Promulgated by the publication of April 39 1847 S.NO.23
- [14] Joireman, S. F. (2004). Colonisation and the Rule of Law: Comparing the Effectiveness of Common Law and Civil Law countries. 315-338
- [15] Kabir, Syed, M. S. (2016). Methods of data collection. Book Zone Publication.
- [16] Laiman, D. A., Reni, D. S., Lengkong, R., & Ardiyanto, S. (2011). The Indonesian legal system and legal research. <https://www.nyulawglobal.org/globalex/Indonesia.html>
- [17] Laurence, B.K. (n.d.). Contracts 101: Make a legally valid contract. <https://www.nolo.com/legal-encyclopedia/contracts-101-make-legally-valid-30247.html>
- [18] Legal Dictionary (2020). Definition of civil law. <https://legaldictionary.net/civil-law/>
- [19] Lev, D. S. (n.d.). Colonial law and the Genesis of the Indonesian State. [https://ecommons.cornell.edu/bitstream/handle/1813/53822/INDO\\_40\\_0\\_1107007213\\_57\\_74.pdf?sequence=1&isAllowed=y](https://ecommons.cornell.edu/bitstream/handle/1813/53822/INDO_40_0_1107007213_57_74.pdf?sequence=1&isAllowed=y)
- [20] Leyser, J. (1954). Legal development in Indonesia. *The American Journal of Comparative Law*, 3(3), 399-411.
- [21] Lin, L. R. (2018). Legal article: Contracts in Indonesia. <https://www.ukpandi.com/knowledge-publications/article/legal-article-contracts-in-indonesia-145012/>
- [22] Lindsey, T. (1999). An overview of Indonesian law, in Indonesian law and society. The Federation Press.
- [23] Lindsey, T. (n.d.) Indonesian trial process and legal system. [https://law.unimelb.edu.au/\\_\\_data/assets/pdf\\_file/0010/1546309/Indonesians\\_Trial\\_Process\\_and\\_Legal\\_System\\_Background\\_Notes1.pdf](https://law.unimelb.edu.au/__data/assets/pdf_file/0010/1546309/Indonesians_Trial_Process_and_Legal_System_Background_Notes1.pdf)
- [24] Mark. C. (2002). Islamic inheritance law in indonesia: The influence of Hazairin's theory of bilateral inheritance. <http://www.wluml.org/ar/bibliography/wrrc/content/> "islamic-inheritance-law-indonesia-influence-hazairin-theory-bilateral-in
- [25] Minarosa, M. (2018). The principles of International trade contract as reference of Indonesian contract law. *European Research Studies Journal*, 21(2), 514-526.
- [26] Munandar, A., Nurjaya, N., Winarmo, B., & Hinrsanuddin (2014). Legal certainty of the transferring of receivable in the factoring transaction in Indonesia. *Journal of Law, and Policy and Globalisation*, 26, ISSN 2224-3240.
- [27] Office of Notary Public, (2004). Law of the Republic of Indonesia, Number 30 of 2004. Directorate general of laws and legislation The Ministry of Laws and Human Rights of the Republic of Indonesia. <http://www.flevin.com/id/lgso/legislation/Mirror/czozMDoiZD0yMDAwKzQmZj1MYXcgTm8uIDMwLnBkZiZqc0xIjs=.pdf>
- [28] Prilandani, U. Y. (2018). The Significance of Contractual Intention: A comparative analysis on English and Indonesian Law. *JH Ius Quia Iustum*, 25(3), 494-514.
- [29] Quran (2016). Surah An Nisa Verse 11. <https://quran.com/4/11>
- [30] Ramansyah, D. (2018). Indonesian legal blog: Legal updates, standard forms of contracts in the Indonesian Construction and Projects Sector. <https://www.ssek.com/blog/standard-forms-of-contracts-in-the-indonesian-construction-and-projects-sector>
- [31] Rudy (2019). The pathway of civil law development in Indonesia: Laws on land. In: Kaneko Y., (eds) Civil law reforms in post-colonial Asia. Springer. [https://doi.org/10.1007/978-981-13-6203-3\\_4](https://doi.org/10.1007/978-981-13-6203-3_4)
- [32] Schmid C. U., Hertel, C., & Wicke, H. (2005). Real Property law and procedure in the European Union. European University Institute (EUI) Florence/European Private Law From Deutsches Notarinstitut (DNotI) Wurzburg. <https://www.eui.eu/Documents/DepartmentsCentres/Law/ResearchTeaching/ResearchThemes/EuropeanPrivateLaw/RealPropertyProject/GeneralReport.pdf>
- [33] Soerodjo, I. (2016). The development of Indonesian Civil Law. *Scientific Research Journal (SCIRJ)*, 4(9), ISSN 2201-2796.

- [34] Swadling, W., & Akkermans, B. (n.d.). Property Law. Chapter 1-10, <http://www.casebooks.eu/propertyLaw/Chapter3/>
- [35] The 1945 Constitution of the Republic of Indonesia. Department of Information: Republic of Indonesia 1989. World Intellectual Property Organization. <https://www.wipo.int/edocs/lexdocs/laws/en/id/id048en.pdf>
- [36] The Law Library of Congress. Indonesia (2010) Inter-religious marriage. <https://www.loc.gov/law/help/inter-religious-marriage/indonesia-inter-religious-marriage.pdf>
- [37] Vollenhoven, C. V. (n.d.). The study of Indonesian Customary Law. <https://link.springer.com/content/pdf/bfm%3A978-94-017-5878-9%2F1.pdf>
- [38] Western Sydney University (2020). Research services: Definition of research. [https://www.westernsydney.edu.au/research/researchers/preparing\\_a\\_grant\\_application/dest\\_definition\\_of\\_research](https://www.westernsydney.edu.au/research/researchers/preparing_a_grant_application/dest_definition_of_research)
- [39] Wibowo, S. A., & Utama, A. M. (2019). The history and the systematics of civil law enforcement in Indonesia. <https://adjirhrdan.blogspot.com/2019/12/the-history-and-systematics-of-civil.html>
- [40] Zamir, E. (2013). Contact law and theory: Three views of the cathedral, [http://lawreview.uchicago.edu/sites/lawreview.uchicago.edu/files/14%20Zamir\\_BKR.pdf](http://lawreview.uchicago.edu/sites/lawreview.uchicago.edu/files/14%20Zamir_BKR.pdf)

IJIRAS