

# The Development of Indonesian Civil Law

Dr. Irawan Soerodjo, S.H., M.Si.  
Faculty of Law UNITOMO Surabaya

**Abstract-** Indonesian civil law is codified and it still follows the pattern of the Dutch civil code. The core parts of this civil law consist of Person Law (Personnenrecht), Family Law (Familierecht), Property Law (Vermogensrecht) and Inheritance Law (Erfrecht). During its development, it was started to be nationalized in legislation, such as land laws, and while the other parts were remain guided by the Civil Code.

## I. INTRODUCTION

The Republic of Indonesia is a country which adopts *Civil Law* system and as a former tributary of Continental Europe, the Netherlands, up until now, Indonesia is still bound by legislation of the colonial (Dutch). Article 1 transitional rule of the Constitution of the Republic of Indonesia of 1945 states that "*all existing legislations are still valid as long as a new one has not been enacted according this constitution*". Source of law inherited from the Dutch remains applicable as long as the new law has not yet been established.

Source of law in the Civil law system among other includes legislation, customs, and jurisprudence. Indonesia adopts a hierarchy system of legislation and the Constitution of the Republic of Indonesia of 1945 is the highest in the hierarchy of legislations in Indonesia. Civil law in Indonesia is adopted from the Roman civil law covering both written law and unwritten law (customs).

According to history, Roman civil law was the original law of the countries in Europe. There was no unified civil law because each region had its own regulations which could not be homogenized. As a result, an initiative emerged in 1804 and Napoleon compiled and put it in a book form in a set of rules known as the "*Code Civil des Francais*" or also called "*Code Napoleon*" which consisted of several writings or scientific articles of legal experts such as Dumoulin, Domat and Pothies. In addition, the written law and customs, namely the Old Indigenous Law, Jemonia, and Cononiek Law, were used.

Since *Code civil des francais* only regulated the civil scope and in the Roman era there was no regulation on commerce field such as securities, insurance and corporation, around the mid-century, the rules of the commercial law was made in "*Code de Commerce*". In 1809-1811, during and at the end of the Dutch colonial period to be exact, King Lodewijk Napoleon enacted *Code Civil des Francaise* or *Code Napoleon* as a the source of civil law in the Netherlands in "*Wetboek Napoleon Ingericht Voor het Kononkrijk Holland*".

On 5 July 1830, during the independence era, the Dutch codified the *Civil Code des Francais* and *Code de Commerce* as a form of nationalized legislation, then both became two parts, namely BW (*Burgelijk Wetboek*) and Wvk (*Wetboek van Koophandle*). Subsequently in 1948, both BW (*Burgelijk Wetboek*) and Wvk (*Wetboek van Koophandle*) were enacted in Indonesia through concordant principle (principle of Political Law), more recognized as the Indonesian Civil Code, while Wvk known as the Indonesian

Commercial Code and added to it the Indonesian Criminal Code.

## II. RESEARCH METHOD

Research is a fundamental tool in the development of science. The research's aim is to reveal the truth systematically, methodologically and consistently, including legal research. As a *sui generis* science, legal study is a science of its own kind, legal studies has a distinctive character which is normative in nature (Philipus M. Hadjon and Tatik Sri Djatmiati, 2005:1). Thus the method of research in the legal studies also has its own method. Methods and procedures of research for natural sciences and social studies can't be applied in the legal studies (Peter Mahmud Marzuki, 2006:26).

The type of research in this paper uses the normative juridical type with normative legal research methods, including reviewing and analyzing the legal materials and legal issues related to the problems studied. This research is done to solve problems that arise, while the results will be achieved is in the form of prescriptions about what ought to be done to resolve the issues.

The approaches used in this research are the historical approach and the conceptual approach. Historical approach enables the researcher to understand the law deeper about a system or an institution or a specific legal arrangement so as to reduce errors, both in the understanding and application of an institution or a specific legal provision. The organization of law which is now prevailing contains the elements of the organization of the law in the past and they form seeds of the organization of law in the future.

The historical approach is performed by examining the background of what is being studied and the development of the legal issues at hand. The research is done in order to tracking the history of civil law in Indonesia. On the other hand the researcher shall also look for basic philosophy of the dynamics of the law from time to time, such as study towards the Indonesian Civil Code and the Indonesian Commercial Code.

The conceptual approach is an approach that departs from the views and doctrines in legal studies. These views and doctrines will find ideas that give birth to notions of law, legal concepts and principles of law that are relevant to the legal issues encountered in this study. Sources of legal materials used in this research is the Primary Law Materials, which are authoritative legal materials, meaning that such legal materials have the authority, which consists of legislation, official records or treatises.

In this research, the legislations used as the primary legal materials are the Constitution of the Republic of Indonesia of 1945. Secondary law materials cover all publications regarding the law which are not official documents. Publication regarding the law includes text books, theses, law dissertations, legal dictionaries, comments on the court

decision, also the opinions of legal experts published via journals, magazines or the website.

### III. DISCUSSION

#### The History of Indonesian Civil Law

One of the characteristics of *Civil law* system is codification. The enforcement of codified law in the Netherlands consists of *Burgerlijk Wetboek* (BW) known as the Indonesian Civil Code, the *Wetboek van Koophandel* (WvK) known as the Indonesian Commercial Code, and *Wetboek van Strafrecht* (WVS) known as the Indonesian Criminal Code.

The three codified laws were enacted in the Netherlands in 1838 by King's decree. In 1948 in accordance with the Concordance Principle, those three Codes were enforced in the Netherlands Indie/Indies, in this case Indonesia.

Law is a set of rules containing commands, prohibitions and permission along with enforceable sanction which serves as guidelines for the society in daily life. Law is divided into Public Law and Civil Law. Public Law is the law that governs the relationship between the State and citizens, such as Administrative Law, Constitutional Law, and Criminal Law. Private Law (Civil Law) is the law that governs the relationship between citizens, one person with another, in the field of asset or material rights.

#### The Systematic of Civil Law

There are two views on the systematic of civil law, namely Legal Studies and the Indonesian Civil Code.

- a. According to Legal Studies, the systematic of civil law consists of Person Law (Personnenrecht), Family Law (Familierecht), Property Laws (Vermogensrecht) and Inheritance Law (Erfrecht).
- b. According to the Civil Code, the systematic consists of:
  1. Book I regarding Person and Family (*van Personen en Familierecht*)
  2. Book II regarding Property (*van Zaken*)
  3. Book III regarding Agreement (*van Verbintenissen*)
  4. Book IV regarding Proof and Expiration (*van bewijs en verjaring*).

#### The Enforceability of Person Law

Person Law is regulated in Book I of the Indonesian Civil Code, regarding person and family. Some are still governed by the provisions of the Indonesian Civil Code, but some others are regulated by the National Law made by the Indonesian Government. Some matters regulated in Book I of the Indonesian Civil Code include the right of citizenship, the institution of civil registration, residence or domicile, marriage, divorce, family law, guardianship, custody, and maturity. With the exception of the provisions in regards to marriage in Book I of the Indonesian Civil Code which is no longer applicable in full or completely because it has been replaced by the Marriage Law number 1 of 1974.

The definition of Marriage as set forth in Article 1 of Law Number 1 of 1974 regarding Marriage: "Marriage is an inner and outer bond between a man and a woman as husband and wife with the aim of forming a happy and everlasting family based on God Almighty" (Soedharyo Soimin, 2002: 4).

In its development, the person law regulated in the Indonesian Civil Code has been regulated specifically in the Population Administration Law. In addition, another provision

of law, which is still regulated and applicable in Book I of the Indonesian Civil Code, is the Inheritance Law, although it is applicable to certain groups of people. Why is it so? It is because the inheritance law in Indonesia is plural in nature that is extremely difficult to be unified because of the regional diversity in Indonesia in which each region has its own customary inheritance law. The difference is seen in the division of groups, that is, Customary Law is applicable for the Indonesian Natives, Islamic Inheritance Law is applicable for Indonesian Moslems in different regions, and Inheritance Law in the Indonesian Civil Code is applicable for Chinese and European (descendants).

#### The Enforceability and Development of Property Law

Book II of the Indonesian Civil Code regulates Properties (*Recht van Zaken*). The applicable sections of Property Law as set forth in Book II of the Indonesian Civil Code are limited to the sections which regulate the general provisions about property and the rights to the property. According to Riduan Syahrani (1989: 16), the understanding of property (*zaak*) as legal object does not only cover "tangible property" that can be captured by the five senses, but also "intangible property", that is the rights on tangible property. Even in specific provisions, there are different meanings of properties from the two understanding of properties as mentioned in Article 499 of the Indonesian Civil Code above, such as Article 1792 of the Indonesian Civil Code which gives meaning to property (*zaak*) as "legal act", Article 1354 of the Indonesian Civil Code which gives meaning to property (*zaak*) as "interest", and Article 1263 of the Indonesian Civil Code which gives meaning to property (*zaak*) as "legal reality" (HFA Vollmar, 1990: 32).

The division of property rights in Civil Law in Indonesia still follows the prevailing pattern of the Indonesian Civil Code or *Burgelijk Wetboek*, which divides properties into movable and immovable properties. The manifestation of immovable property is the land, although the Indonesian Civil Code does not clearly state it, however "*onroerende zaken*" or immovable property according to Article 506 paragraph 1 of the Indonesian Civil Code it is stated that immovable properties are "yard and everything built on it".

The Indonesian Civil Code as a concordant edition of Netherlands BW is a part of legal system that follows the Continental European system (civil law countries) which is generally applicable in Western European countries. In the Continental European system (*Civil Law Countries*), the most important property rights are ownership rights, and these rights are absolute rights. The ownership right is the fundamental characteristic of the Continental European system and shall constitute as the parent right and the resource of ownership, even though in its development it diminishes only to the ownership. In the Continental European system the ownership right is the most important property right. According to Vollmar, the ownership right is not the most important, but it is the most perfect property right. The perfection is emphasized on the broad powers to an object (HFA Vollmar, 1990:34).

Indonesia is a pluralistic country which has three prevailing legal systems, Islamic law, national law and customary law. The customary law as the original law in Indonesia divides properties into land and non-land. This division is clearly different from the Western Civil Law (the Netherlands) which currently prevails in Indonesia. The development of law governing properties in Indonesia is the enactment of the Basic

Regulation of Agrarian Principles governing properties in the form of land, while the other properties have not been regulated in the National Law.

In its development, land regulation in Indonesia is open for investment. Some regulations of the land law are considered quite liberal, so that it is used the Government as a tool to attract foreign investors' interest to invest. Similarly, the security law has developed so rapidly, so that it can stimulate business and economy in Indonesia.

Book II of the Indonesian Civil Code also regulates the security law, because it governs the definition, types of properties and property rights, which provide both enjoyment and security. The term security law is a translation of *security law*, *zekerheidstelling*, or *zekerheidsrechten*. This term covers property and individual security. The property security covers the privileged debts, pawn and hypothec, while individual security covers personal guarantee (*borgtocht*).

The security law is a set of rules or laws governing the legal relationship between the security grantor or the borrower and the security grantee or the creditor as encumbrance on a particular debt imposition with a security or collateral, either with properties or by individuals. The provisions governing the security provisions in Book II of the Indonesian Civil Code consist of the XIX Title up to the XXI Title starting from Article 1131 to Article 1232 of the Indonesian Civil Code, which among others regulate the privileged debts, pawn, and hypothec.

The property security gives right to precede on certain properties and has the inherent nature and follows the relevant properties (the property). The types of security that have property characteristics are *Security Rights*, *Pawn (Pand)*, *Cessie*, *Fiduciary*, *Hypothec on vessels and aircraft*. In its development, the Security Law has been standing on its own and some national laws governing securities among others the Basic Regulation of Agrarian Principles, Security Rights Law and Fiduciary Law.

### **The Enforceability of Contract Law in Indonesia**

In Indonesia, Contract Law is also known as Covenant Law or Agreement Law, regulated in Book III of the Indonesian Civil Code. This book is open in nature, so that everyone has freedom to make contracts, provided that the contract is not in contrary to the general provisions regarding contract as set forth in the Act. The provisions in Book III of the Indonesian Civil Code are only effective as complementary law (*Aanvullen Recht*).

Ontologically the term agreement in the Indonesian Civil Code includes "*Verbintensis*" and "*overeenkomst*". The term *Verbintensis* comes from the word *verbiden* which means binding, a bond or relationship that constitutes as a legal relationship. Whereas *overeenkomst* comes from the word *overeenkomen* which means agree or it implies an agreement as in the principle of consensual implied in Article 1320 and Article 1338 of the Indonesian Civil Code.

In Article 1313 of the Indonesian Civil Code, agreement means "An act by which one or more persons bind themselves to one or more other person(s)." The relationship between those two persons is a legal relationship, in which the rights and obligations of the parties are guaranteed by law. An agreement is a consensus made by a person with another one or more person(s), delivered in a written or verbal agreement to perform a legal act. An agreement shall be deemed to be in

existence at the time of the achievement of mutual agreement between the parties. A person who wishes to make an agreement shall express his wishes and willingness to bind him(her)self.

Some legal experts define agreement as follows:

- a. According Subekti, an agreement is an event in which a person covenants to another or in which two people covenants to each other to perform something. From this event, the relationship between those two people arises, which is called an agreement. This agreement incurred a bond between two people who made the agreement. In its form, the agreement constitutes as a series of words that contains promises or willingness that is verbally spoken or written (Subekti, 1990: 1).
- b. According CST. Kansil, an agreement is an event in which one party covenants to another party to perform something. From this agreement, arises an event such as a legal relationship between the two parties, such relationship is called agreement (CST. Kansil 1994: 188).

In implementing an agreement there are a few things to be considered. The first: the elements of the agreement must be complete and the second: the validity of the terms of the agreement. Because if the agreement does not fulfill the elements and validity of the terms therein, then it is considered invalid and considered has never been made. The elements of the agreement include the parties (the subject of agreement), the agreement between the parties, the objectives to be achieved, the acts to be carried out, and the certain requirements as the content of the agreement (J. Satrio, 1995: 79).

An agreement is said to be valid and binding to the parties who make it, if it meets the validity terms of the agreement as set forth in Article 1320 of the Indonesian Civil Code. In accordance to Article 1320 of the Indonesian Civil Code, to enable an agreement to be valid, it should meet four conditions, namely the binding agreement between the parties, the capacity to make an agreement, a certain subject matter, and the cause that is not forbidden; what is meant by the four validity terms of the agreement include:

1. The agreement is a rapprochement between the declarations of a will of one or more person with other person(s). There is agreed will between the parties which includes the elements of the agreement, under certain terms, certain forms. If the agreement has any element of coercion, deception and trickery, then it can be cancelled so that the agreement becomes null and void by law. How to determine the occurrence of "an agreement" has always become a question when the agreement between the parties takes place.

According to R. Setiawan, theories underlying the emergence of an agreement are:

- a. Will Theory (*Wilstheorie*)

This theory is the oldest theory and emphasizes to the factor of intention or will. According to this theory, if we state any statement which is different with what we wish for, then we shall not longer be bounded with such statement.

- b. Statement Theory (*Verklaringstheorie*)

According to this theory, the needs of the society intend that we shall hold on any statement that has already been declared. If A, for example, offers any item to B and has been accepted by B, then between A and B have been reached an

agreement regardless whether the statements expressed by A and B are in accordance to the intention of each party or not.

c. Trust Theory (*vetrouwenstheorie*)

The theory which is adopted by the jurisprudence at the moment is the trust theory; in which according to this theory, the agreement is reached if the statement that is objectively expressed is trustworthy. In line with the communication advancement, then there are some transactions without the presence of the parties, for instance, it was via correspondence and it is via internet at the moment as the fastest access for communication. There will be an issue if the agreement is reached without the presence of the parties or without the parties directly meet each other (R. Setiawan, 1999 : 57).

2. The capability of the parties or capable in accordance to the law by means that the parties entering into agreement shall be the person considered as an adult (have reached the full age of 21 or have been married) and having common sense. Article 1330 of the Indonesia Civil Code states that any person considered incapable by law to enter into agreement are:

- a. minor persons;
- b. person put under custody;
- c. females, in the matters determined by the law, and

in general to whom the law has restricted to enter into certain agreements.

Article 330 of the Indonesian Civil Code states that minors are persons who have not reached the full age of twenty-one years and have not entered into marriage before. However, with the enactment of Law number 30 of 2004 regarding to the Law of Notary (*Undang-Undang Jabatan Notaris*) Article 39 paragraph 1 stating that an adult are: the appearers have reached the full age of 18 (eighteen) years old or have been married), then a provision in Article 330 of the Indonesian Civil Code shall no longer valid.

3. There is a particular object, as the main agreement, as the object of the agreement, whether in the form of a property or any particular achievement. The object may be tangible or intangible. Any Agreement shall have the main (object) of the property, at least it shall be determined the type of the object, and the amount of the property may be further determined when the parties enter into the agreement, provided that the amount of the property shall further be able to be determined and calculated (Article 1330 of the Indonesian Civil Code). The judge shall, at his/her best effort, find out the main or object of the agreement, therefore the agreement may be executable. If the main or object of the agreement shall not be found, then the agreement shall become null and void.

4. There is a lawful cause which shall constitute as the substance of the agreement, and shall describe the objective of the agreement to be reached by the parties which shall not be contrary with the laws and regulation, morality and public order. In accordance to Article 1337 of the Indonesian Civil Code which states that "a cause is forbidden by the law, or if in contrary to good morals or public orders." It is implicitly stating that a party is prohibited to enter into an agreement with unlawful cause/reason by the law and shall not be contrary with morality or public orders, for instance the objects of the agreement are any prohibited items such as sale and purchase of narcotics, an agreement to commit any adultery and so forth. Any agreement made with unlawful cause/forbidden reason,

then anyone, the judge in particular, may cancel and terminate such agreement.

Any agreement made in Indonesia shall have the same legal binding with the law. According to Article 1338 of the Indonesian Civil Code, any party has a freedom to make any agreement (freedom of contract principle), therefore there are some principles of laws as follows:

### 1. Freedom of Contract Principle

The freedom of contract principle shall constitute as one of the principle which is generally accepted in law related to the legal relationships between the subjects of law. Freedom of contract is the broadest way of freedom given by the law to the society to enter and make an agreement, provided that the agreement is not contrary with the laws and regulations, morality and public order. Therefore any party, with the freedom of contract principle, is having a freedom to make an agreement. Providing any freedom to the party shall mean:

- a. Entering into an agreement or not;
- b. Choosing the party to make the agreement with;
- c. Deciding the substance of the contract and the form of the agreement.

The freedom of contract principle in Indonesian Civil Code is regulated in Article 1338 of the Indonesia Civil Code, stating that: "all agreements that are made legally shall apply as the law between the parties thereto." Therefore any agreement which is legally made and is not contrary with the law, shall bind the parties and be irrevocable except by consents from both parties or by any reason stipulated by the law.

The extension of binding power of the agreement is regulated in Article 1339 of the Indonesian Civil Code, stating that: "an agreement not only binding to the matters that explicitly stated therein, but also to everything that according to the nature of agreement, obligated by courteousness, customary or law." Besides, provision in Article 1338 of the Indonesian Civil Code shall be implemented in good faith, which have a meaning that the way to implement an agreement shall not be contrary to the courteousness and equality (Subekti, 1987 : 139).

### 2. Consensual Principle

In Article 1338 paragraph (1) of the Indonesia Civil Code states that "all agreements that are made legally shall apply as the law between the parties thereto", the definition of "legally" shall have the meaning of any agreement which is made legally (in accordance to the law) is binding to Article 1320 of the Indonesian Civil Code, in which there is the qualification for the validity of agreement, that is the consent of those who bind themselves. The Consensual Principle shall constitute as a principle determining that agreement in general shall only require the consent of the parties. In such consent, there must be any conformity of the intention of the parties. At the time there is consent, then "Consent which is required to make any agreement shall be deemed fulfilled, if any statement is declared by any party is accepted by the other party (Subekti. 1990 : 26).

The consequence of which is the agreement shall only take place when the consensus or consent of the parties or those who are made the agreement is reached, or any agreement shall only be deemed valid in the meaning that it is binding if the

consensus or consent for the principal of agreement is reached between the parties.

### 3. *Pacta Sunt Servanda* Principle

Article 1338 paragraph (1) of the Indonesia Civil Code states that “all agreements that are made legally shall apply as the law between the parties thereto.” *Pacta Sunt Servanda* is originated from Latin language which shall have meaning as “promise to be kept”. This principle shall constitute as fundamental principle for legal system of civil law and international law. In general, this principle shall relate to the contract or agreement made between individuals, by stressing that agreement shall constitute as law for the parties who are made the agreement thereto and shall imply that any repudiation to the obligation in the agreement shall constitute as a default or breach of contract.

The meaning of apply as the law between the parties who made the agreement shall indicate that the law itself acknowledges and places the position of the parties in the contract in line with the lawmakers. The parties who enter the agreement may independently determine any legal relation between them. The power of such agreement which is legally made shall apply as the law which shall be obeyed by the parties. This principle is also known as Certainty Principle. The consequence of *Pacta Sunt Servanda* principle is the third party shall not interfere with the substance of the agreement, and the judge in his/her position shall not also interfere with such matter. The parties shall abide the substance of the agreement. Therefore the third party shall also abide the substance of the agreement (shall not cancel any substance of the agreement), then this principle shall also be known as Legal Certainty Principle.

### 4. Equality Principle

Equality principle as the implementation of good faith principle is through honest and fair transaction. Equality in law shall be based on the fact of large disparity in society, therefore regulatory system shall be needed to protect any party having disadvantageous position.

According to Herlien Budiono (2006:332), the criteria of equality shall be on the achievement of social propriety (*sociale gezindheid*) or immaterial propriety equality (*immateriole gezindheid*), that is the purpose which becomes the justification basis of agreement. The limitation of the reason for applying inequality in agreement shall be responsibility determined. Therefore, there must be definite requirements regulating legal consequences which are occurred due to the absence of equality.

Supposedly, the standpoint of inequality in any situation and condition shall be related to the equal and similar regulation or requisition. If in the contract made between A and B, one of the party is really in disadvantageous position due to the absence of equality and such party brings the said situation before the court, then such contract shall be compared with similar contract; for instance it covers “in normal situation and condition” between C and D, a method shall immediately be found to indicate whether the lawsuit of such inequality is reasonable or not. In this way, the limitation or scope of inequality shall be determined. However, finding and seeking the standard benchmark to determine whether there is inequality situation or not shall constitute as separate issue (Herlien Budiono, 2006 : 333).

The equality criteria shall not be sought in factual situation and condition whether the purpose of (agreement) is truly equal or not, but it shall be more focused on whether such agreement in substance or objective and purpose as well as its implementation may cause inequality condition. The material condition for comparison at the time when such agreement is made and relating to the different of substance and content or the implementation of agreement may result in how far to determine the party having disadvantageous condition becomes more complex and difficult (*bewekelijker*).

In inequality situation and condition, with aggravating condition to one party, then the next question shall be whether this issue is necessary be verified into equal criteria or not. The uncertainty shall be indicated in its inequality situation and condition. There is true and correct that there is certain relation between indication and potential factors of related situations and conditions which shall be found in such agreement itself. Agreement is having some aspects: the act of the parties, the substance of the contract agreed by the parties, and its implementation. The three aspects relating to each other from the agreement shall be treated as a testing factor in relation to the equality principle, firstly, its own action or behavior of individual, secondly, the content of the contract, thirdly, the implementation of any issues agreed between the parties (Herlien Budiono, 2006 : 334).

### 5. Good Faith Principle

Good Faith Principle as determined in Article 1338 paragraph (3) of the Indonesian Civil Code that “All agreements must be performed in good faith. Good faith principle shall constitute as a principle that the parties shall perform the substance of agreement in accordance to trust and firm belief or good intention from both parties.” Therefore the consequence of good faith principle for the parties, “good faith in Article 1338 paragraph 3 shall mean that good faith shall be implemented properly and accordingly.”

The parties shall not only bound by provision in agreements and laws, but also bound by good faith as determined in Article 1338 paragraph (3) of the Indonesian Civil Code. Good faith shall mean that both parties shall apply decency toward each other amongst polite persons without any guile, any trickery, any intrigue and without seeing self-interest, but also for the interest of others (HR. Daeng Naja 2009: 96).

### International Contract in Indonesia

In accordance to freedom of contract principle, then any person freely enters into any contract and with any party. International contract may be entered by any person in Indonesia with any foreign party. In such international contract, the parties may have an option regarding to the material law regulating such contract; and to the formal law and the institution to settle the conflict arising from such contract.

The development of international contract law in Indonesia shall constitute the merger between civil law system and common law system. Even though the Contract Law in Indonesia at the moment is far behind with other common law system countries due to the lack of having a national Contract Law, therefore it still refers to the Indonesian Civil Code and its validity shall remain be recognized by other countries.

#### IV. CONCLUSION

The nature of the civil law enforcement in Indonesia is dualism. The Indonesian Civil Code remains applicable; however, there are a lot of enactments of new law and regulation in civil law. Firstly, the enforcement of civil law in Indonesia which is originally stipulated in the Indonesian Civil Law went through some developments, amongst other, enactment of Law regulating Person (*personenrecht*) and Property; however, Family Law (*Familierecht*), Inheritance Law (*Erfrecht*), and Estate Law (*vermogensrecht*) remain in accordance to Book I and Book II of the Indonesian Civil Code. Secondly, Agreements (*van verbintenissen*); Proof and Expiration (*van bewijs en verjaring*) remain in accordance to the Indonesian Civil Code.

#### REFERENCES

- [1] CST.Kansil, Principles of Commercial Law Knowledge Indonesia , Sinar Graphic, Jakarta, 1994.
- [2] Herlien Boediono. The principles of Balance for Indonesian Contract Law (the Law of Agreement based on Principles, Wigati). Citra Aditya Bakti.Bandung.2006.
- [3] HFA Vollmar, Law of Goods (According to the Civil Code ), adapted by Chidir Ali, Tarsito, Bandung, 1990.
- [4] HR.Daeng Naja. *Introduction to Business Law Indonesia* . Reader Yustisia.Yogyakarta.2009.
- [5] J.Satrio. *Agreement from the Agreement in Book I* , Citra Aditya Bakti, Bandung, 1995. Decision of Guarantee Law Seminar organized by the National Law Development Agency of the Ministry of Justice in collaboration with the Faculty of Law, 9-11 October 1978, in Yogyakarta.
- [6] Riduan Syahrani, *The Ins and Outs of Principles of Civil Law* , PT. Alumni, Bandung, 1989.
- [7] R.Setiawan. *The Principles of the Law of Agreement*. Son Abardin, Bandung, 1999.
- [8] Subekti, *The Principles of Civil Law* , PT.Intermasa, Jakarta, 1987.
- [9] \_\_\_\_\_, *Contract Law* , PT Intermasa.Jakarta.1990.
- [10] Soedharyo Soimin, *People and Family Law (Western Law Perspective/BW, Islamic Law and Customary Law)*, Revised Edition, First Edition, Sinar Graphic Offset, 2002, Jakarta.
- [11] Tan Kamello and Syarifah Lisa Andriati, *Law of People and Family*, ttp, Medan 2010.