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Legal Protection for Micro, Small, and Medium Enterprises in Vacant Land Lease Agreements

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Abstract: *Micro, Small, and Medium Enterprises (MSMEs) play a strategic role in Indonesia's economy as they generate employment, create business opportunities, and strengthen local economic resilience. However, in contractual relationships, MSMEs are often in a disadvantaged position due to limited capital, lack of legal knowledge, and restricted access to legal assistance, making them vulnerable to losses when disputes arise with landowners. This study employs a normative juridical method with statutory, conceptual, and case study approaches. The findings indicate that, normatively, Article 1548 of the Indonesian Civil Code stipulates that a lease agreement grants the lessee the right to enjoy the benefits of the leased object with the obligation to pay rent. In practice, however, MSMEs are frequently disadvantaged due to unbalanced standard clauses or the landowner's lack of good faith. Legal protection for MSMEs can be realized through fair contractual arrangements, mediation mechanisms for dispute resolution, and the application of the principle of legal certainty as regulated under Articles 1338 and 1243 of the Indonesian Civil Code. Providing legal protection in vacant land lease agreements is essential to ensure business sustainability and prevent exploitative leasing practices against weaker parties. The role of the state through effective regulation and supervision, as well as the enforcement of the principle of good faith by landowners, is crucial. Legal certainty is achieved when each party respects their respective rights and obligations proportionally.*

Keywords: *Legal protection, MSMEs, agreement, vacant land lease.*

INTRODUCTION

MSMEs constitute one of the main pillars of national economic development, as they make significant contributions to job creation, economic growth, and the equitable distribution of social welfare. This sector has proven resilient in the face of various economic crises and increasingly intense global competition. The existence of MSMEs not only provides economic benefits but also strengthens community resilience, creates new business opportunities, and supports inclusive, people-centered economic development (Anugrah et al., 2021). Therefore, MSMEs serve as a strategic instrument within the national economic structure. However, they

often face a weaker position in legal relationships with parties possessing greater economic and social power. One of the most common legal relationships they engage in is a vacant land lease agreement for establishing business premises, warehouses, or other supporting facilities. This contractual relationship carries legal consequences for both parties, including temporary usage rights for the lessee and continued ownership rights for the landowner. Legal certainty and contractual balance are essential to ensure that MSMEs are not placed at a disadvantage (Apriani & Said, 2022).

Vacant land lease agreements are consensual in nature, meaning they are valid and binding once an agreement is reached on the essential elements, namely the leased object and the rental price, even if the agreement has not been formalized in writing. This consensual characteristic highlights the importance of the initial negotiation process between the lessee and the landowner, as the agreement reached at this stage forms the legal basis of the contract. The legal basis for lease agreements in Indonesia is regulated in detail under Articles 1548 to 1600 of the Indonesian Civil Code, which outline the rights and obligations of each party, including the lessee's obligation to pay rent on time and the landowner's obligation to deliver the land so that it can be enjoyed by the lessee (Sunarto, Ompusunggu, & Adnan, 2025).

The consensual nature of this agreement also emphasizes that all terms agreed upon must be based on the good faith of both parties. If one party abuses their position or dominance in the negotiation, for example by imposing unilateral clauses, the lessee has the right to seek justice based on existing legal provisions. Moreover, the existence of clear regulations provides legal certainty for the lessee, so that in cases of default, breach of contract, or abuse of power by the landowner, the lessee can rely on the law to claim compensation, annul the agreement, or resolve disputes through legal channels or alternative mechanisms such as mediation and arbitration (Rahmawati, 2023).

Law Number 20 of 2008 concerning MSMEs provides legal legitimacy and support for this sector to obtain legal certainty, including access to land as a means of production. This regulatory protection is important because MSMEs typically occupy a weak bargaining position. With this law in place, MSMEs can seek justice in lease agreements, while also emphasizing that the legal relationship between the lessee and the landowner is not merely a civil matter, but also part of the state's effort to empower small businesses to strengthen the national economy (Syailendra & Putri, 2023). Imbalances in position often arise because landowners possess greater economic power and a more established legal standing, allowing them to dictate the terms of the agreement unilaterally. One-sided clauses may include rent increases without regard to the lessee's circumstances, unclear restrictions on land use, or the elimination of lease renewal rights. These conditions create legal uncertainty for MSMEs, posing financial risks, disrupting business continuity, and even potentially leading to bankruptcy if the leased land suddenly becomes unavailable (Utomo & Pribadi, 2024).

Another issue arises from agreements made solely verbally. Many MSMEs consider written agreements to be cumbersome or costly, and therefore lease land based on verbal arrangements. However, without written evidence, the lessee's position becomes weak in the event of a dispute. Additionally, the status of the land is often problematic, such as land involved in inheritance disputes or used by multiple parties. Limited legal knowledge and financial capacity make it difficult for MSMEs to pursue litigation, making legal protection increasingly urgent (Suradinata, et.al. 2025)

Legal protection for MSMEs is both preventive and repressive. Preventively, agreements must be written, transparent, and fair; repressively, the law provides mechanisms for dispute resolution through litigation or non-litigation channels such as mediation, conciliation, or arbitration. This allows MSMEs to operate their businesses safely, reduce the risk of losses due to abuse of authority by landowners, and focus more on business development (Bramantya, Agung, & Astiti, 2023). A clear legal mechanism also enhances the confidence of MSME

actors in negotiating contracts. Legal protection is essential to ensure legal certainty, achieve contractual justice, and balance the bargaining positions between lessees and landowners. The principles of good faith and equity must be upheld from the negotiation stage, through contract formation, execution, and dispute resolution. With a sound and transparent contract, MSMEs can enjoy the economic benefits of the land without losing their fundamental rights, while landowners are also protected from potential abuse by the lessees (Alzamzami & Suryono, 2021).

Legal protection for MSMEs in vacant land lease agreements is not only repressive when disputes arise but also preventive to ensure that contracts are fair, balanced, and sustainable. The state plays a role in establishing regulations that uphold contractual justice, while landowners are expected to respect the principle of good faith. The novelty of this study lies in its integrative approach to both preventive and repressive legal protection for MSMEs, which not only safeguards the lessee's rights but also promotes economic empowerment and business sustainability amid imbalances in bargaining power.

METHOD

This study employs a normative juridical approach, emphasizing civil law norms concerning vacant land lease agreements and legal protection for MSMEs (Ansori, 2020). Data were obtained from primary legal sources, such as relevant legislation, and secondary legal sources, including literature, journals, doctrines, and pertinent legal articles. Data collection was conducted through library research by examining regulations, doctrines, literature, and court decisions related to the practice of legal protection for MSMEs in land lease agreements (Sugiyono, 2016).

RESULTS AND DISCUSSION

Legal Status of Micro, Small, and Medium Enterprises in Vacant Land Lease Agreements

MSMEs hold a strategic position in Indonesia's economy and are recognized as legitimate legal subjects. As legal subjects, MSMEs have the capacity to possess rights and obligations and to engage in legally recognized acts, including entering into vacant land lease agreements. This recognition is reinforced by Law Number 20 of 2008 concerning MSMEs, which defines business criteria based on net assets and annual turnover, as well as Government Regulation Number 7 of 2021, which governs the facilitation, protection, and empowerment of MSMEs. This legal status provides legitimacy for MSMEs to sign contracts lawfully, provided they are represented by owners or managers with proper authority.

MSMEs possess specific characteristics, such as limited capital, small-scale operations, simple technology, and traditional management practices. These characteristics influence how MSMEs engage in lease agreements, particularly in determining their financial capacity to pay rent, the duration of land use, and the efficient management of the land. From a legal perspective, these characteristics necessitate protection for both the lessor and the lessee, requiring that contract clauses be drafted with consideration of the MSMEs' economic capacity and the limits of their managers' authority. This underscores the importance of a legal approach that is responsive to the socio-economic conditions of business actors (Utami, 2018).

Vacant land lease agreements in Indonesia are regulated under Articles 1548 and the following of the Indonesian Civil Code. Such agreements are consensual obligations, arising from the parties' mutual consent to grant the enjoyment of an object in exchange for a specified payment over a defined period. In the case of MSMEs, these agreements must comply with the validity requirements set forth in Article 1320 of the Civil Code, which include the existence of mutual consent, legal capacity of the parties, a specific object, and a lawful cause. Meeting these requirements ensures that the agreement has legitimate legal force and can be upheld in the event of a dispute (Pakpahan, Zulkifli, & Sunarto, 2022).

Legal capacity is one of the crucial elements in a lease agreement. MSMEs can act as the lessee as long as the manager or owner representing them has legal authority. This is consistent with Articles 1329 and 1330 of the Indonesian Civil Code, which regulate who is competent to enter into obligations. Legal capacity ensures that the legal acts undertaken by MSMEs are valid and binding, so that in the event of default or disputes, the agreement can still be enforced in court. In practice, the legality of MSMEs is further reinforced by the Business Identification Number (Nomor Induk Berusaha, NIB), which serves as official proof of registration and the lawful existence of the enterprise (Wardoyo & Budimah, 2025).

Vacant land lease agreements contain several essential elements, including the lessor and lessee, a clearly defined leased object, the rental price, the lease term, and the rights and obligations of each party. For MSMEs, clarity of these elements is particularly important to prevent future disputes. The land object must have clearly defined boundaries and a legitimate legal status, while the rental price should be adjusted to the financial capacity of the MSME. The lease term needs to be set in accordance with the production capacity and business plan, ensuring that land use is carried out effectively and efficiently (Naga, et.al 2025). The landowner has the obligation to deliver the land in a usable condition and to guarantee it is free from interference by third parties. Articles 1550 and 1553 of the Indonesian Civil Code emphasize that the owner must ensure the comfort and security of the lessee. This is particularly important because limited capital and business capacity require additional protection against legal risks, such as disputes over land ownership or claims by other parties. The landowner also has the right to receive rent payments as agreed, which forms the basis of economic benefit and asset utilization.

MSME lessees are obligated to pay rent on time, use the land according to the agreed purpose, and maintain the condition of the leased land. Articles 1561 and 1562 of the Indonesian Civil Code emphasize the lessee's duty to care for the leased property as a "good head of household." This obligation includes maintaining the environment, preventing physical damage, and ensuring the land is used in accordance with permits or business purposes. The rights of MSME lessees include enjoying and utilizing the land without interference from the owner, as long as they fulfill their obligations, thereby creating a balance between the rights and duties of the contracting parties (Maulana, 2026).

The principle of freedom of contract, as regulated in Article 1338 of the Indonesian Civil Code, provides flexibility for MSMEs and landowners to draft agreement clauses according to their needs. For example, clauses may include automatic lease renewal, obligations to maintain environmental cleanliness, or prohibitions on transferring the lease without permission (Atmoko, 2022). This flexibility is particularly important for MSMEs, which need to adapt to dynamic business conditions, and it allows for the creation of cooperative relationships that are fair and mutually beneficial. Legal protection for MSMEs in vacant land lease agreements is both preventive and repressive. Preventively, protection is ensured through legality requirements, compliance with the conditions for a valid agreement, and the clear inclusion of rights and obligations. Repressively, it is provided through the guarantee of legal enforcement in cases of default or breach, including the right to demand performance, compensation, or annulment of the agreement in accordance with Article 1243 of the Indonesian Civil Code. Such protection is crucial to enable MSMEs, which typically have limited capital and legal capacity, to operate their businesses with legal certainty (Anggraeny, Isdian, dan Sholahuddin Al-Fatih, 2020).

Forms of Legal Protection for Micro, Small, and Medium Enterprises in Agreements

Legal protection for MSMEs is an important aspect of national economic development, as MSMEs dominate the business structure in Indonesia and play a strategic role in absorbing labor, reducing unemployment, and improving community welfare. The legal basis for this

protection is stipulated in Law Number 20 of 2008 concerning MSMEs, which regulates the criteria, forms of protection, and empowerment, ranging from business certainty, access to financing, to the development of business capacity. These regulations position MSMEs as an integral part of the economic system whose existence must be safeguarded to enable them to compete with larger business actors (Indrawati & Rachmawati, 2021).

Government regulations and additional legislation, such as Government Regulation Number 7 of 2021 and Law Number 11 of 2020 on Job Creation, strengthen legal protection for MSMEs by facilitating licensing, business legality, access to financing, and market opportunities. Furthermore, support for MSMEs is also provided under Law Number 25 of 2007 on Investment, which ensures a fair position for MSMEs in the face of large-scale capital investment flows. Legal protection is not only normative but is also realized through concrete programs, such as the People's Business Credit (Kredit Usaha Rakyat), which provides MSMEs with easy, fast, and affordable financing. Beyond access to financing, legal protection for MSMEs also includes intellectual property rights, such as protection for copyrights, trademarks, and geographical indications, ensuring that their distinctive or innovative products are not copied (Jaya, Fasyehhudin, & Naddifah, 2022). In addition, the involvement of MSMEs in government procurement of goods and services through Presidential Regulation Number 12 of 2021 opens up broader market access and enhances competitiveness. This combination of normative regulations and concrete instruments demonstrates the existence of a comprehensive legal protection system for MSMEs in Indonesia (Poli, Sondakh, & Sondakh, 2025).

Legal protection serves as the foundation for ensuring that contractual relationships operate in accordance with certainty, justice, and legal benefit. The principle of freedom of contract, as stated in Article 1338 paragraph (1) of the Indonesian Civil Code, allows MSMEs to design the content of agreements based on mutual consent, while still being bound by statutory law, morality, and public order. Agreements arising from the free will of the parties ensure the validity of the contract and prevent elements of coercion, error, or fraud that could harm the weaker party (Savira & Kurniawan, 2025). The principles of legal certainty and good faith in agreements ensure that a contract, once established, cannot be unilaterally annulled, while each party is obliged to execute the terms of the agreement honestly, fairly, and responsibly. Balancing rights and obligations is a crucial aspect, especially for MSMEs, which often hold a weaker bargaining position. Affirmative regulations and support for the weaker party strengthen the position of MSMEs, ensuring that agreements are not only legally valid but also fair and substantive (Fathoni, et.al 2025).

The state plays a central role in ensuring the protection of MSMEs through regulation, facilitation of financing, economic incentives, supervision, and legal empowerment. The government acts as a regulator, mediator, and facilitator to enable MSMEs to grow fairly and sustainably. This support includes development programs, mentoring, legal training, and free legal assistance to ensure that MSMEs understand their rights and obligations in every agreement. Legal protection of lessee rights affirms that lessees, including MSMEs, are entitled to use the land in accordance with the contractual purpose. Provisions in the Indonesian Civil Code guarantee the fulfillment of the leased object, the right to enjoy the use of the land, restrictions on unilateral termination, and the owner's responsibility for the physical condition of the land. Such protection ensures the continuity of MSME operations and prevents losses due to default or interference by third parties (Kurniasari & Rahman, 2023).

The rights of landowners in vacant land lease agreements are likewise strongly protected under the law. Through the agreement, landowners are entitled to receive rent payments on time and in the agreed amount, to regain the land in the condition stipulated once the lease term ends, and to set certain conditions as long as they do not conflict with the law, public order, or morality (Sari, et.al 2025). Landowners also have the right to refuse lease renewal once the

agreement term has expired, provided there is no automatic renewal clause. The principle of freedom of contract allows landowners to manage the use of their land in a clear and measured manner, ensuring that their economic interests remain protected. However, this freedom is limited by the principle of good faith, which requires that every clause and the execution of the agreement be carried out honestly, fairly, and without disproportionately harming (Ujung et.al 2024).

The principles of proportionality, transparency, and dispute resolution based on fairness and legal customs form a crucial foundation for maintaining balance and legal security for the parties in vacant land lease agreements. The principle of proportionality ensures that the rights and obligations of each party are assigned fairly and not unduly burdensome, while transparency requires openness of information from the negotiation stage through to contract execution. In the event of a dispute, resolution is not based solely on the textual content of the agreement but also takes into account notions of fairness and legal practices prevailing in society, thereby achieving substantive justice (Bachsin, et.al 2025).

Protection of contract performance is reinforced by the principle of *pacta sunt servanda*, which asserts that every legally valid agreement functions as law for the parties involved. Consequently, any breach of the agreement grants the aggrieved party the right to demand performance, compensation, or even annulment of the contract through available legal mechanisms. The application of this principle is strategically significant for MSMEs, as it provides legal certainty in contractual relationships with landowners. With such certainty and protection, a healthier, fairer, and more sustainable business climate is created, allowing micro, small, and medium enterprises to grow without being overshadowed by harmful legal uncertainty (Syamsiah, Bao, & Yuliana, 2023).

Legal Remedies Available to Micro, Small, and Medium Enterprises to Protect Their Rights in Disputes over Vacant Land Lease Agreements with Landowners

In dealing with disputes arising from vacant land lease agreements, MSMEs can pursue various legal remedies, both through litigation and non-litigation mechanisms. Through litigation, MSMEs may file a breach of contract lawsuit against the landowner if there is a contractual violation, such as unilateral termination or the imposition of clauses that are detrimental. Claims can be based on Article 1243 of the Indonesian Civil Code regarding breach of obligation (*wanprestasi*) and Article 1338 concerning good faith in the execution of agreements. In addition, compensation claims can be submitted if there are financial losses or missed business opportunities resulting from the breach of contract (Marpaung, et.al 2025). On the other hand, non-litigation dispute resolution methods such as deliberation, mediation, and arbitration are often the preferred options. These methods offer advantages for MSMEs as they are more cost- and time-efficient while minimizing the risk of prolonged conflicts that could damage business reputation. Mediation conducted by an independent third party, including court-appointed or professional mediators, allows for adjustments to contractual obligations, restructuring of rent payments, or rescheduling of obligations while still respecting the rights of both parties. This approach aligns with the principles of contractual justice and good faith, emphasizing the fair and proportional resolution of disputes (Sinaga et.al, 2024).

One form of preventive protection for MSMEs is ensuring that the lease agreement does not contain one-sided clauses. Clauses that disadvantage the lessee- such as excessively high penalties for a single day's delay or obligations to repair damage caused by force majeure can result in significant legal harm. Under Article 1339 of the Indonesian Civil Code, judges have the authority to assess the fairness and balance of contracts, allowing clauses that clearly harm the lessee to be annulled. Therefore, MSMEs are encouraged to conduct transparent negotiations before signing the contract, ensuring that adjustment clauses, compensation

provisions, and dispute resolution mechanisms are clearly stipulated so that their rights remain protected (Hadi, Hakim & Mulada, 2022).

Unilateral termination by the landowner without a valid reason constitutes a violation of the principle of *pacta sunt servanda*, which holds that every legally valid agreement functions as law for the parties who entered into it. In the context of vacant land lease agreements, a landowner's action to terminate the contract before the agreed term ends, without a clear basis of breach (*wanprestasi*), can be classified as a contractual violation (Siagian, 2026). MSMEs that suffer losses under such conditions have the right to file a breach of contract (*wanprestasi*) lawsuit based on provisions in the Indonesian Civil Code, or even a tort (*onrechtmatige daad*) claim if the action causes damages beyond the scope of the contract. In practice, termination of a lease relationship is usually preceded by a formal notice or written warning as a form of caution. However, termination is legally justified only if it is based on a clear and substantial breach of obligations or on contract clauses that explicitly provide for the possibility of termination. Thus, MSMEs have a solid legal foundation to protect their rights through judicial mechanisms in the event of harmful unilateral actions (Cevitra & Djajaputra, 2023).

Legal certainty is a crucial element in ensuring protection for MSMEs as lessees. A lease agreement that is clearly and thoroughly drafted—including the identities of the parties, the leased object, the duration, the amount and method of payment, force majeure clauses, dispute resolution mechanisms, as well as the rights and obligations of each party—strengthens the legal position of MSMEs in case of a dispute. In addition, supporting documents such as written agreements, proof of payment (receipts or bank transfers), and business legality documents serve as important evidence in court proceedings or during mediation (Herdianto & Satory, 2025).

Furthermore, the principle of good faith serves as both a moral and legal foundation in every contractual relationship between landowners and MSMEs. This principle requires parties to execute agreements with honesty, transparency, and full responsibility, and to refrain from exploiting circumstances for unilateral gain. In practice, good faith is reflected in efforts such as deliberation, negotiation, and mediation before resorting to litigation. For example, if an MSME experiences delayed payment due to unforeseen economic conditions or a force majeure event, the landowner should allow an opportunity to adjust obligations proportionally rather than immediately terminating the lease unilaterally. By applying the principle of good faith, the legal relationship between the parties is guided not only by formal certainty but also by justice and balance, enabling disputes to be resolved more humanely and sustainably without jeopardizing the continuity of MSME operations (Siregar & Siregar, 2025).

CONCLUSION

The legal position of MSMEs in vacant land lease agreements is, in principle, equal to other parties as civil law subjects; however, in practice, MSMEs often occupy a weaker position due to limited capital, restricted access to legal resources, and lower bargaining power, necessitating additional protection. Legal protection is provided through contractual instruments under the tenant's rights stipulated in Article 1548 of the Civil Code, the principles of freedom of contract and good faith under Article 1338 of the Civil Code, as well as remedies for breach of contract under Article 1243 of the Civil Code, alongside normative protection under Law Number 20 of 2008, which guarantees legal certainty, business certainty, and protection against harmful actions. To safeguard their rights in disputes, MSMEs can undertake preventive measures through clear and balanced agreements, non-litigation approaches such as deliberation, mediation, or arbitration, and if necessary, litigation in court based on claims of breach of contract or unlawful acts, with special consideration of their weaker position. This combination of measures ensures maximum protection of MSME rights.

REFERENCES

- Alzamzami, J., & Suryono, L. J. Pelaksanaan Perjanjian Sewa Menyewa Rumah Susun dan Akibat Hukumnya dalam hal Terjadi Wanprestasi. *Media of Law and Sharia*, 2(3), (2021), 238-253. <https://doi.org/10.18196/mls.v2i3.12075>
- Anggraeny, I., & Al-Fatih, S. Kata Sepakat Dalam Perjanjian dan Relevansinya Sebagai Upaya Pencegahan Wanprestasi. *De Lega Lata: Jurnal Ilmu Hukum* 5(1), (2020), 57–66. <https://doi.org/10.30596%2Fdll.v5i1.3446>.
- Ansori, M. *Metode Penelitian Kuantitatif Edisi 2*, (Jakarta : Airlangga University Press, 2020)
- Anugrah, D., Dialog, L., Tendiyanto, T., Budiman, H., & Rahmat, D. Penyuluhan Hukum Tentang Pentingnya Legalitas Badan Usaha Sebagai Perlindungan Hukum Bagi Pelaku Usaha. *Empowerment: Jurnal Pengabdian Masyarakat*, 4(01), (2021), 91-96. <https://doi.org/10.25134/empowerment.v4i01.4058>
- Apriani, N., & Said, R. W. Upaya perlindungan hukum terhadap industri usaha mikro kecil dan menengah (UMKM) di Indonesia. *Jurnal Al Azhar Indonesia Seri Ilmu Sosial*, 3(1), (2022). 443234. <http://dx.doi.org/10.36722/jaiss.v%vi%i.1069>
- Atmoko, D. Penerapan Asas Kebebasan Berkontrak Dalam Suatu Perjanjian Baku. *Binamulia Hukum*, 11(1), (2022), 81–92. <https://doi.org/10.37893/jbh.v11i1.308>
- Bachsin, A., Adiyaksa, A. F., Ekoputro, H. F. H., Saputra, R. P., & Kusnadi, N. Peran Asas Pacta Sunt Servanda dalam Menjamin Kepastian Hukum Kontrak di Indonesia. *Al-Zayn : Jurnal Ilmu Sosial & Hukum*, 3(3), (2025), 2531–2539. <https://doi.org/10.61104/alz.v3i3.1665>
- Bramantya, N. S., Agung, A. A. I., & Astiti, N. G. K. S. Perjanjian Sewa Menyewa Hak Tanah Jangka Waktu Seumur Hidup (Studi Kasus Putusan Mahkamah Agung Republik Indonesia Nomor 376 PK/PDT/2019). *Jurnal Analogi Hukum*, 5(2), (2023), 239-244. <https://ejournal.warmadewa.ac.id/index.php/analogihukum>
- Cevitra, M., & Djajaputra, G. Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata Dan Perkembangannya. *UNES Law Review*, 6(1), (2023), 2722-2731. <https://doi.org/10.31933/unesrev.v6i1.1074>
- Fathoni, L. A., Raodah, P., Kusuma Wardani, N., & Putri Mulyana, S. Legalitas Usaha sebagai Upaya Perlindungan Hukum Bagi Usaha Mikro, Kecil dan Menengah (UMKM) di Kawasan Sekitar Geopark Rinjani Desa Sesaot Lombok Barat. *Jurnal Fundamental Justice*, 6(1), (2025), 141-150. <https://doi.org/10.30812/fundamental.v6i2.5056>
- Hadi, S., Hakim, A. R., & Mulada, D. A. Perlindungan Hukum Usaha Mikro Kecil Dan Menengah (UMKM) Terhadap Praktik Monopoli Dilihat Dari Perspektif Hukum Persaingan Usaha. *Commerce Law*, 2(1), (2022). <https://doi.org/10.29303/commercelaw.v2i1.1345>
- Herdianto, H., & Satory, A. Hukum Bisnis dalam Pengembangan UMKM di Indonesia Kepastian Hukum, Tantangan, dan Solusi. *Jurnal Sosial Dan Sains*, 5(10), (2025), 7460–7466. <https://doi.org/10.59188/jurnalsosains.v5i10.32549>
- Indrawati, S., & Rachmawati, A. F. Edukasi Legalitas Usaha sebagai Upaya Perlindungan Hukum bagi Pemilik UMKM. *Jurnal Dedikasi Hukum*, 1(3), (2021), 231–241 <https://doi.org/10.22219/jdh.v1i3.17113>
- Jaya, B. P. M., Fasyehudin, M., & Naddifah, W. Kebijakan Pemerintah Tentang Merek Dalam Memberikan Perlindungan Hukum Terhadap UMKM. *Jurnal Ilmiah Advokasi*, 10(2), (2022), 98-105. <https://jurnal.ulb.ac.id/index.php/advokasi/article/view/2333>
- Kurniasari, T. W. K., & Rahman, A. Perlindungan hukum bagi pelaku usaha umkm terhadap penyalahgunaan posisi dominan platform digital : marketplace melalui penetapan harga dan penguasaan pasar. *Reusam: Jurnal Ilmu Hukum*, 10(2), (2023), 131–153. <https://doi.org/10.29103/reusam.v10i2.9577>

- Marpaung, H. P. R. B., Purba, H., Sembiring, R., & Harianto, D. Kedudukan Kartu Pemegang Hak Sewa Kios (KPHSK) Sebagai Objek Jaminan Kredit: Studi Pada PT. Bank Rakyat Indonesia (Persero) Tbk Kota Pematangsiantar. *Jurnal Media Akademik (JMA)*, 2(5), (2024). <https://doi.org/10.62281/v2i5.328>
- Maulana, L. I., Nadiva, N. P., Juniasari, R., & Aulia, S. T. Analisis Perlindungan Hukum bagi Pelaku Usaha Mikro, Kecil, dan Menengah (UMKM) dalam Kontrak Bisnis. *In Prosiding Seminar Nasional Hukum, Bisnis, Sains dan Teknologi* 6(1), (2026, January), 306-310. <https://www.ojs.uib.ac.id/HUBISINTEK/article/view/5878>
- Pakpahan, M., Zulkifli, S., & Sunarto, A. Perlindungan Hukum Pemberian Kredit Secara Digitalisasi Kepada Debitur Masa Perkembangan Financial Technology (fintech). *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana*, 5(1), (2022), 120 - 137. doi:10.46930/jurnalrectum.v5i1.2561
- Poli, K. J. A., Sondakh, J., & Sondakh, D. K. Perlindungan hukum bagi pelaku usaha mikro kecil dan menengah (UMKM) dalam pasar digital. *Innovative: Journal Of Social Science Research*, 5(4), (2025), 5995-6009
- Rahmawati, S. *Perlindungan Hukum bagi Usaha Mikro, Kecil, dan Menengah dalam Kontrak Perjanjian*, (Jakarta : Rajawali Pers, 2023)
- Sari, G. A. W., Puspawati, A. A. A. I., Rahayu, A. A. A. N. S., & Kurniawan, I. G. A. Penerapan Uang Paksa Sebagai Bentuk Perlindungan Hukum Bagi Pihak Yang Dirugikan Atas Wanprestasi Dalam Perjanjian Sewa Menyewa Tanah. *Consensus: Jurnal Ilmu Hukum*, 4(2), (2025), 129-136. <https://doi.org/10.46839/consensus.v4i2.1571>
- Savira, K. A., & Kurniawan, A. Edukasi Hukum bagi Pelaku UMKM: Perlindungan Hukum dalam Perjanjian Bisnis. *Journal Inclusive Society Community Services*, 3(1), (2025), 43–52. <https://doi.org/10.61402/isco.v3i1.302>
- Siagian, M. T. (2026). *Mediasi untuk Damai: Proses Mediasi di Pengadilan Negeri*. (Jakarta : Deepublish, 2026)
- Sinaga, H., Timbul, J., Pondang, J., & Aifo. *Membedah Mediasi sebagai Alternatif Penyelesaian Sengketa*. (Jakarta : Mega Press Nusantara, 2024)
- Sinaga, N. A., Lumban Gaol, S., Zein Sgn, S., Setiawan, A., & Ramses. Peranan Kontrak Dalam Umkm Di Kelurahan Kebon Pala. *Non LitigASI: Wacana Hukum, Keadilan, Restoratif Dan Pembaharuan Hukum*, 2(1), (2025), 1–10. <https://doi.org/10.08221/nonlitigasi.v2i1.217>
- Siregar, N., & Siregar, T. A. Force Majeure As A Ground For Exemption From Breach Of Contract In Civil Law. *Jurnal Hukum Sehasen*, 11(1), (2025), 309-318. <https://doi.org/10.37676/jhs.v11i1.8240>
- Sugiyono. *Metode Penelitian Kuantitatif, Kualitatif dan R&D*, (Bandung : Alfabeta, 2016)
- Sunarto, A., Ompusunggu, K. T., & Adnan, M. A. Implementation of the Use of Trademark Rights in the Development of UMKM in Medan City. *Journal of Law, Politic and Humanities*, 5(3), (2025). 1504-1510. <https://doi.org/10.38035/jlph.v5i3.1187>
- Suradinata, P. E., Badilla, N. W., Ardiansya, S. M., & Tuwing, F. A. Penyuluhan Hukum Tentang Perjanjian Sewa Menyewa Bagi Pelaku UMKM Rental Mobil Di Kota Merauke. *Jurnal Pengabdian UMKM*, 2(2), 143–151. (2023), <https://doi.org/10.36448/jpu.v2i2.44>
- Syailendra, M. R., & Putri, I. F. Tinjauan Hukum Mengenai Perlindungan UMKM serta Efektivitas Permendag No. 31 Tahun 2023 terhadap Social Commerce Tiktok Shop. *INNOVATIVE: Journal of Social Science Research*, 3(6), (2023), 5087-5100. <http://j-innovative.org/index.php/Innovative/article/view/6520>
- Syamsiah, D., Bao, R. M. B., & Yuliana, N. F. Dasar penerapan asas pacta sunt servanda dalam perjanjian. *Jurnal Hukum Das Sollen*, 9(2), (2023), 841-848. <https://doi.org/10.32520/das-sollen.v9i2.2988>

- Ujung, L. G. E., Purba, H., & Siregar, M. Pembatalan Perjanjian Sewa Menyewa Tanah Dan Ruko Tanpa Jangka Waktu Kaitannya Dengan Penjualan Objek Sewa Menyewa Oleh Pemilik (Studi Kasus Putusan Nomor 362/Pdt.G/2013/PN.Mdn). *Yustitia*, 10(2), (2024), 290–310. <https://doi.org/10.31943/yustitia.v10i2.286>
- Utami, L. 2018, *Penyusunan Kontrak untuk Usaha Mikro: Panduan Praktis*, (Bandung: Penerbit Praktis, 2018)
- Utomo, S., & Slamet Pribadi, D. Kebijakan Hukum Persaingan Usaha Terhadap Usaha Mikro, Kecil dan Menengah Di Era Digital. *Zaaken: Journal of Civil and Business Law*, 5(2), (2024), 307–317. <https://doi.org/10.22437/zaaken.v5i2.33133>
- Wardoyo, H., & Budimah, B. Efektivitas Klausul Kontrak pada Hubungan Bisnis antara UMKM dan Mitra Usaha di Indonesia. *Jurnal Penelitian Serambi Hukum*, 18(02), (2025), 142–155. <https://doi.org/10.59582/sh.v18i02.1311>