

A Review of the Dominance of Public Law over Private Law: Implications for Freedom of Contract in Corruption Rulings

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Abstract

The principle of freedom of contract is a fundamental tenet in Indonesian civil law, providing parties with the flexibility to regulate agreements. However, the dominance of public law over private law in corruption cases has led to the neglect of the freedom of contract principle. This study identifies a gap in the literature concerning how public law intervention impacts the freedom of contract in corruption court rulings. Utilizing a normative juridical research method, with an analysis of legal documents and court decisions, this study examines cases that initially were civil disputes but were shifted to the realm of criminal law through a public law approach. The findings indicate that in many cases, the courts tend to override the principle of freedom of contract in favor of public interest, resulting in legal uncertainty for the parties involved in contract disputes. Furthermore, public law intervention in corruption cases often transforms the nature of disputes from civil to criminal, thereby reducing contractual autonomy. This research highlights the need for a better balance between public and private law to safeguard the freedom of contract. These findings offer important contributions for policymakers in designing fair regulations in corruption cases involving contractual disputes.

Keywords: Dominance; Public Law; Private Law; Contract; Corruption.

The principle of freedom of contract is one of the fundamental tenets of Indonesian civil law, granting parties the freedom to enter into agreements or contracts according to their will, as long as these do not contravene the law, morality, or public order (Tambunan & Silalahi, 2024). This principle plays a crucial role in providing flexibility for individuals and businesses to regulate their legal relationships (Melian Pérez & El-Mecky, 2024). In the context of contract dispute resolution, the principle of freedom of contract is particularly relevant as it provides a legal basis for the parties to determine

the terms of the agreement, including dispute resolution mechanisms, whether through litigation or alternative dispute resolution (ADR) methods such as arbitration or mediation.

The legal foundation for the freedom of contract is reflected in several key articles of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, KUH Perdata), one of which is Article 1338, which states that every legally made agreement is binding as law upon the parties who create it. Additionally, Article 1320 of the Civil Code stipulates the requirements for a valid agreement, namely the consent of the

parties, the capacity to contract, a specific object that is agreed upon, and a lawful cause. These four conditions must be met for an agreement to be considered legally valid and binding. If any of these conditions are not fulfilled, the agreement may be annulled or deemed invalid.

In the event of a dispute regarding the execution of a contract, the parties can refer to the terms outlined in the agreed-upon contract, including the dispute resolution clauses (Štemberger Brizani, 2023). Therefore, the freedom of contract plays a significant role in providing flexibility and clarity for the parties in determining their rights and obligations, as well as the most appropriate dispute resolution method according to their needs. This principle not only protects individual autonomy in contracting but also promotes legal certainty in contract enforcement in Indonesia.

One of the recurring issues in Indonesian legal practice is the dominance of public law over civil law, particularly in court rulings (Tambunan, 2024). This issue becomes evident when a case that initially begins as a civil dispute, especially one related to contracts or agreements, is reclassified or treated as a criminal offense, such as corruption (Permatasari et al., 2023). This raises questions about the boundaries between civil and criminal violations and how courts integrate both in their decisions.

The dominance of public law within the realm of civil law creates uncertainty for parties involved in contractual disputes (Davydova et al., 2024). A relevant example is the contractual dispute over the procurement of fishing vessels in Toli-Toli Regency. Initially, the case was a civil dispute between the local government and the contractor regarding the execution of a contract for the procurement of fishing vessels, which were alleged to be non-compliant with specifications or not executed according to the agreement. However, this case later evolved into a criminal corruption case when it was suspected that the vessel procurement project involved embezzlement or misuse of state funds.

The shift of the case from a civil dispute to a criminal corruption case has several serious implications. First, there is a shift from a civil resolution process, which should emphasize compensation or fulfillment of contractual obligations, to a criminal resolution process, where the primary focus is on punishing the offenders (Fras, 2019). This often leads to the marginalization of the parties involved in the civil dispute, as the focus shifts from resolving the civil contract dispute to enforcing criminal law. Moreover, such a shift also raises the potential for abuse of power by law enforcement in determining whether a case remains in the civil domain or is transferred to the criminal domain. In some instances, actions that could be resolved through civil mechanisms are complicated by the involvement of criminal elements, often resulting in injustice for the parties involved.

The fishing vessel procurement case in Toli-Toli Regency serves as a concrete example of how the dominance of public law can override civil law principles (Fahey, 2020). Despite the allegations of financial misconduct in the project, the dispute fundamentally arose from disagreements regarding the execution of the contract. Rather than resolving the dispute through civil channels, which are more appropriate for contractual issues, the case was processed criminally with charges of corruption. The dominance of public law in civil cases disrupts legal certainty and justice for the parties involved (Herbosch, 2024). Therefore, it is crucial to establish clearer boundaries and a better understanding of the distinctions between civil and criminal violations, alongside more equitable and proportional law enforcement in accordance with the type of dispute at hand.

Several previous studies have explored legal concepts related to the interaction between public and private law, particularly in terms of freedom of contract and public policy. Papp (2022) discusses the use of contractual power by digital platforms, especially in the context of content moderation. The author emphasizes that

the contractual relationship between platforms and users cannot be viewed as a simple bilateral relationship. Instead, they argue that these contracts involve multiple stakeholders, reflecting a more complex contractual network. This approach urges courts to consider the impact of content moderation on the user community as a whole, integrating elements of both private and public law.

Another study by Fu & Zhang (2022) highlights the importance of reliance arguments in upholding constitutional precedents. Here, Fu & Zhang emphasize that the debate over overturning erroneous decisions in the context of public law differs from that in private law. In public law, reliance arguments must consider broader social impacts, including the protection of individual rights such as abortion and same-sex marriage. Although the topic differs from freedom of contract, the reliance approach in public law provides valuable insights into how changes in legal precedents can affect established social rights.

Furthermore, an article by Rödl (2021) discusses consumer vulnerability in the digital payment market, which incorporates elements of both public and private law. Rödl argues that this vulnerability necessitates strict regulation through public law, but also touches on the contractual responsibilities governed by private law. According to him, the dualism in contracts involving national and international entities highlights the tension between public policy regulated by national law and private contractual aspects. His view suggests that although these contracts are private, national legal rules remain binding due to government involvement in overseeing state resources.

This study, along with prior research, shares a focus on the tension between public and private law, particularly concerning freedom of contract and the impact of public policy. However, this study distinguishes itself by focusing more specifically on the implications of freedom of contract within the context of corruption rulings, an aspect that has not been thoroughly explored

in previous research. Another difference lies in this study's emphasis on the direct interaction between public law and contractual freedom in legal decisions involving corruption.

A key issue in research on freedom of contract often lies in the lack of clarity regarding the boundaries between public and private law. Although contract law theoretically offers parties the freedom to determine their rights and obligations, its practical application is often constrained by public policies designed to protect broader societal interests. In this regard, the limitations imposed by public law effectively narrow the scope of contractual freedom, which should be the core essence of private law.

While previous research has also indicated that in the context of public law, decisions related to constitutional rights often override the importance of rights guaranteed under private law, these studies have not explicitly highlighted how freedom of contract can be threatened when applied in corruption-related rulings. Court decisions in corruption cases are frequently influenced by public policy pressures, which indirectly constrain the contractual freedom of individuals and legal entities.

Similarly, although previous research has illustrated that contracts with public entities possess aspects of dualism, the literature on corruption has not yet deeply explored the impact of anti-corruption policies on private contracts. This creates a significant gap in the existing literature, as there has not been a comprehensive study on how corruption directly affects the freedom of parties to set contract terms without state intervention.

Previous research has also failed to adequately explain how the application of public law in corruption rulings can erode the principle of freedom of contract, which is protected by private law. Although there have been efforts to protect consumers in the digital market through public law regulations, contracts involving the private sector are often overlooked from the perspective of contractual vulnerability. This indicates that even though public policies are

designed to protect the public interest, the freedom of contract is often sacrificed to achieve these goals, particularly in the context of court decisions involving corruption cases.

To date, existing research has not provided sufficient answers on how public policy applied in corruption rulings can undermine the freedom of contract. Therefore, it is important to further investigate how the dominance of public law in corruption-related decisions can affect the freedom of parties to draft contracts and how this conflicts with the fundamental principles of freedom of contract in private law.

This research is both important and urgent because the dominance of public law over private law, especially in the context of freedom of contract, remains an issue that is not yet fully understood. Corruption cases involving public interests often raise serious concerns in the application of the principles of freedom of contract. This occurs when courts prioritize public interest by disregarding the legitimate private rights of the parties in a contract. Such conditions lead to legal uncertainty and reduce the freedom of contract, which should be the cornerstone of private law. The findings of this research are crucial because they offer more just and balanced solutions between protecting the public interest through public law and maintaining freedom of contract within private law. Thus, this study contributes to addressing the root problem—imbalance in the application of public and private law—that often negatively impacts the parties involved in contracts.

Therefore, this research aims to explore the implications of public law dominance on the freedom of contract in rulings related to corruption cases. It will analyze how public law restricts or even eliminates freedom of contract in contexts that should be governed by private law, and it will provide recommendations for formulating more just and balanced legal policies. In doing so, this research is expected to contribute to improving contract law mechanisms amidst the dominance of public

policy, particularly in the realm of corruption law.

METHODOLOGY

Research Design

This research employs a qualitative research design with a normative juridical approach. The aim of this design is to examine the dominance of public law over private law in the context of freedom of contract as implicated through corruption rulings (Berg, 2001). The normative juridical approach focuses on the analysis of legal documents, court decisions, and relevant literature to understand how public law dominates private law in contract dispute resolutions that should fall under the domain of civil law.

Materials

The primary materials used in this research are legal documents and court rulings from the Corruption Court (TIPIKOR) related to contract dispute cases. This research does not involve respondents in the form of individuals but instead focuses on written documents such as procurement contracts for goods and services, court rulings, and other supporting documents relevant to the research topic. One significant case analyzed is the contract dispute over the procurement of fishing boats in Toli-Toli Regency, which was ultimately resolved through the corruption court (Gibton, 2015).

Instruments

The instruments used in this research are legal document analysis tools. The study utilizes methods of inventory and analysis of legal documents, such as contracts, laws related to freedom of contract (Article 1338 of the Indonesian Civil Code), and TIPIKOR court rulings that adjudicated contract disputes through a criminal law approach. The instrument focuses on the analysis of the application of the principles of freedom of contract, such as the principles of *pacta sunt servanda*, consensualism, and good faith, and how these principles were

either ignored or intervened by public law in corruption rulings.

Procedures

The research procedure consists of several key stages, including data collection, document analysis, result interpretation, and conclusion drawing. Relevant legal documents are gathered, including Corruption Court (TIPIKOR) rulings dealing with corruption cases originating from contract disputes. These documents are obtained from official legal sources, such as published court rulings and related legal literature. After collecting the documents, the next stage is analyzing the court rulings and legal doctrines related to freedom of contract and public law. The analysis is conducted by comparing the principles of freedom of contract under civil law with how these principles were applied or ignored in cases resolved through corruption courts (Leavy, 2014).

Subsequently, the results of the document analysis are linked to theoretical concepts related to freedom of contract and the dominance of public law. The research also compares several cases to gain a comprehensive understanding of the shift in dispute resolution from private law to public law (Epstein, 2021). The final stage of this research procedure is drawing conclusions based on the document analysis and legal review that has been conducted. These conclusions are then used to answer the main research question: whether the Corruption Court has the authority to adjudicate contract disputes that should fall under private law.

RESULTS

The findings of this study indicate a significant dominance of public law over private law in various rulings of the Corruption Court (TIPIKOR) involving freedom of contract. Based on the analysis of several court rulings, it was found that cases initially classified as civil contract disputes were often shifted to the criminal domain through public law, particularly in corruption cases.

Dominance of Public Law in TIPIKOR Rulings

An analysis of Ruling Number 63/Pid.Sus-TPK/2021/PN.Pal revealed that a case involving the procurement contract for fishing boats in Toli-Toli Regency was initially a civil contract dispute between the Department of Fisheries of Toli-Toli Regency and a fishermen's group. Under Article 1234 of the Indonesian Civil Code, the dispute should have been resolved under private law, given the breach of contract. However, the court ruled that the actions were deemed as acts of corruption, showing the intervention of public law in a civil contract dispute.



Figure 1 Public Law Dominance in Corruption Court Rulings (Triangular Layout)

The concept map illustrates the dominance of public law in corruption court (TIPIKOR) rulings, particularly in cases initially related to procurement contract breaches. At the top of the diagram is a node representing Goods Procurement, which in this context refers to the procurement of fishing boats in Toli-Toli. When a Contract Breach (Wanprestasi) occurs, the issue should be resolved under Private Law, as procurement contracts are generally governed by civil law. This is reflected in the nodes for Article 1234 of the Civil Code and Article 1365 of the Civil Code, which regulate contractual liability.

However, the diagram shows that in this case, there is an intervention by Public Law. When a Court Ruling is issued, the case, which should have been a civil dispute, is reclassified as a criminal case. The Court Ruling node sits centrally as the critical point causing the shift from private law to public law. The court decision categorizes the actions as Corruption Crimes, rather than mere contract breaches under civil law.

The Public Law Intervention is reflected in the court's decision to evaluate the actions as criminal offenses. This then brings the case into the realm of Public Law, where the state has a role in prosecuting individuals for offenses against the public interest, in this instance, corruption. Overall, the diagram demonstrates how a case that initially falls under the jurisdiction of private law (due to a contract breach) transforms into a criminal case through public law intervention, highlighting the dominant role of public law in resolving disputes that initially fall under civil law.

Deviation from the Principle of Freedom of Contract

In various rulings analyzed, it was found that the principle of freedom of contract, as stipulated in Article 1338 of the Indonesian Civil Code, is often disregarded when cases are shifted to the realm of public law. For example, in the case of the procurement of fishing boats in Toli-Toli, although the contract met the validity requirements under Article 1320 of the Civil Code, the court still applied a public law approach to determine the existence of state losses, leading the contract to be considered a form of corruption. This contradicts the doctrine of *pacta sunt servanda*, which holds that agreements should only bind the parties who made them.

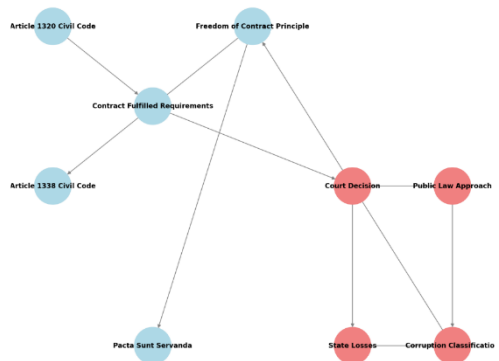


Figure 2 Deviations from the Principle of Freedom of Contract

The visualization illustrates the deviation from the principle of freedom of contract when a legally valid contract under civil law is transferred to the realm of public law. In essence, the principle of freedom of contract is based on Article 1338 of the Indonesian Civil Code, which states that agreements made lawfully by the parties are binding. Within this concept, the *pacta sunt servanda* doctrine reinforces that contracts must be honored and apply only to the parties involved.

However, in certain cases like the fishing boat procurement in Toli-Toli, even though the agreement fulfilled the legal requirements under Article 1320 of the Civil Code, the court opted for a public law approach. This occurred because the court identified state losses, which transformed the case into one of corruption. As a result, what should have remained a private law issue became a matter of public law with a classification of corruption.

This approach demonstrates how public law intervention disregards the principle of freedom of contract, with the state taking over the resolution of a case that should have been privately settled between the contracting parties. This creates tension between the principle that contracts bind only the parties involved and the public interest protected by criminal law.

Implications for Freedom of Contract

Further analysis reveals that the dominance of public law over private law has the potential to undermine the principle of freedom of contract, particularly in contracts involving public officials and the private sector. Unilateral actions taken by the government or public officials are often based on the principle of sovereignty in public law, which allows the government to cancel or alter contract terms unilaterally. This diminishes the autonomy of private parties in determining contractual agreements and creates legal uncertainty in contract execution.

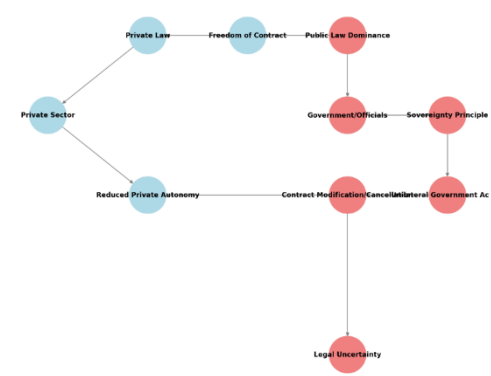


Figure 3 Implications on Freedom of Contract

The visualization above illustrates the impact of public law dominance on the principle of freedom of contract, particularly in contracts involving the government or public officials with private parties. The principle of freedom of contract emphasizes that the parties in an agreement must have full autonomy to determine the terms of the contract without external interference. This principle generally falls under the jurisdiction of private law, where private parties enjoy the freedom to draft their agreements.

However, public law dominance frequently occurs when contracts involve the government or public officials. Government officials act based on the principle of sovereignty, which grants them the authority to unilaterally alter or even

cancel contracts. These unilateral actions are often justified by public interest or other reasons aligned with public law, but they may harm the private parties involved.

As a result of the government’s unilateral actions, private parties lose autonomy in determining the terms of the contract. They are deprived of control over an agreement that should be binding, as the government may modify or cancel the contract at its discretion. Additionally, this creates legal uncertainty, where private parties cannot reliably predict how the agreement will be enforced due to the potential for government intervention.

DISCUSSION

The findings of this research provide a clear response to the gaps identified in previous literature, particularly concerning the dominance of public law over private law in the context of freedom of contract. This issue has been a focus of various earlier studies, which have highlighted the lack of clarity and decisiveness in establishing the boundaries between public and private law, especially in the resolution of contractual disputes. In some cases, disputes that should be resolved through private law approaches are instead subjected to public law intervention, thereby obscuring the principle of freedom of contract.

This study has demonstrated that in many corruption cases, courts tend to disregard the fundamental principles of private law. Freedom of contract, a foundational element of contractual relationships, is often overlooked when public law approaches are applied (Beichard-Torres, 2023). Courts tend to utilize public law approaches to resolve disputes that should fall within the domain of private law, particularly when allegations of corruption or criminal offenses are involved.

A concrete example can be seen in the case of fishing vessel procurement in Toli-Toli Regency. In this case, a dispute that initially constituted a breach of contract under private law

was reclassified as a criminal corruption case under public law. This reclassification illustrates the courts' tendency to prioritize the public aspect of law, even though the contract should be governed by private law principles.

The results of this research further reinforce the argument that the dominance of public law over private law creates legal uncertainty in the resolution of contractual disputes. The legal certainty expected in the enforcement of contracts becomes distorted when private principles are disregarded in favor of public interests, particularly in cases involving alleged criminal offenses (Klimchuk, 2020). These findings underscore the importance of clarifying the boundaries between public and private law and balancing their application to ensure that legal certainty is maintained within the context of freedom of contract.

These findings challenge the conventional understanding that has traditionally overlooked the broader implications of applying public law in contractual contexts (de Graaf & Veldt, 2022). The discourse on contract law has often focused on how public law can protect individual rights, particularly through the principle of reliance, as argued by (Rakoczy, 2023). Rakoczy posits that reliance—the belief in the promises or agreements made—is a fundamental basis for public law protection, ensuring justice for the involved parties.

However, the findings from this research indicate that reliance as an argument is not always relevant in contract disputes influenced by factors such as corruption (Sirks, 2022). In such cases, the dominance of public law frequently overshadows the basic principles of private law, including freedom of contract, which is inherently designed to allow parties the autonomy to define the terms of their agreements.

Specifically, the application of public law in contract disputes tainted by corruption often disregards the principle of *pacta sunt servanda*, a principle that asserts every agreement must be honored by the parties involved (Fonotova &

Ukolova, 2022). This principle is central to the freedom of contract and ensures that the terms voluntarily agreed upon by both parties in a contract are respected (Stemberger, 2023). However, when public law intervenes, the protection of contractual autonomy is often eroded, especially when courts choose to reclassify contractual breaches as criminal offenses under public law.

Furthermore, the results of this research make a significant contribution to the literature by expanding the understanding of the impact of anti-corruption policies, implemented through public law, on contractual justice. This study shows that although public law interventions are intended to protect the public interest, their application in contractual contexts often results in injustice for the parties involved (Radhi, 2021). Anti-corruption policies, when combined with the dominance of public law, can undermine the principle of contractual autonomy—the right of parties to draft and execute agreements according to their mutual consent.

These findings align with Radhi's (2021) observations, which highlight the tension between public policy and private contracts. Radhi argues that public policy often clashes with private principles in efforts to enforce broader public justice. However, this research adds a new perspective by specifically examining how corruption cases can directly undermine the freedom of contract. In many instances, public law is employed to justify state intervention in the execution of contracts that should be governed by private law (Brady, 2021). This not only creates legal uncertainty but also undermines the integrity of contractual freedom, which is the cornerstone of many business and commercial relationships.

This study makes an important contribution to the broader discourse on the relationship between public and private law by highlighting how their interaction can lead to injustice. By incorporating the dimension of corruption into this discussion, the research opens the door for further exploration of how anti-corruption

policies can be implemented without sacrificing the fundamental principles of contractual freedom.

The implications of public law dominance extend far beyond mere legal certainty, creating real uncertainty in contract enforcement, particularly in contracts involving private parties and the government. According to the theory of public sovereignty, the government possesses broad authority to unilaterally cancel, alter, or adjust contract terms in the public interest (Adamo, 2022). This unilateral power creates a significant imbalance, where private parties are often placed in a weaker position within the agreement. Consequently, the freedom of contract—which should be a fundamental principle in private law—is diminished when the government exercises its authority to prioritize public interests (Kiskis, 2024).

These findings are highly relevant in the context of contracts between private parties and the government, where the principle of freedom of contract should provide equal protection to all parties in drafting and executing agreements. However, when the government leverages its power to impose changes or even cancel contracts, private parties often lose their rights to secure their contractual interests (Ryan, 2023). This adds significant uncertainty to these contractual relationships.

This study aligns with Singh's (2019) findings, which demonstrate that in digital contracts, consumers often find themselves vulnerable to terms dictated by digital service providers. However, this research broadens the perspective by focusing on the vulnerability experienced by private parties in contracts involving the state. In this context, private entities, despite having recognized rights and obligations under private law, often lack the bargaining power when facing public authorities who possess the power to unilaterally adjust contract terms in the name of the public interest.

Consequently, this research makes a significant contribution to understanding the impact of public law dominance in the context of

corruption rulings, particularly in undermining the freedom of contract. It reveals how excessive public law intervention, although intended to protect public interests, often sacrifices the autonomy of parties in defining and executing contract terms. This further underscores that an approach overly focused on public law can create an imbalance where the rights of private parties to freely negotiate are threatened.

These findings also highlight the need for more balanced and fair legal policies that can maintain the equilibrium between protecting public interests and ensuring contractual freedom. Such policies are crucial to ensure that in contract dispute resolutions, the autonomy of the parties is not unilaterally violated by excessive state intervention. Therefore, legal policies should be designed to uphold the fundamental principles of freedom of contract while proportionately safeguarding public interests. This research, thus, adds a new dimension to the discourse on the relationship between public and private law and provides a foundation for the development of more equitable and sustainable legal policies.

CONCLUSION

This study concludes that the dominance of public law over private law in corruption cases has led to violations of the principle of freedom of contract, which should be upheld within the realm of civil law. Public law intervention, which is intended to protect the public interest, often sacrifices the autonomy of the parties involved in agreements. The case of the fishing vessel procurement in Toli-Toli Regency is a concrete example of how a contractual dispute that should have been resolved through civil mechanisms was instead transformed into a criminal corruption case. These findings clarify that anti-corruption policies, when implemented without consideration of the boundaries between public and private law, can create legal uncertainty and undermine the freedom of contract. Therefore, a more proportional balance

between public and private law is needed in the resolution of contractual disputes.

The theoretical benefit of this research is that it enriches the literature on the interaction between public and private law, particularly in the context of freedom of contract threatened by public policy intervention. Practically, these findings offer solutions in the form of recommendations for policymakers and law enforcement to pay greater attention to the principles of freedom of contract when dealing with corruption cases involving contractual disputes. Thus, this research contributes to advancing the understanding of the importance of maintaining a balance between public interests and private rights in the context of contract law.

This study has limitations in terms of the scope of cases analyzed, which may not cover other types of contractual disputes. Future researchers are encouraged to expand this study by analyzing more similar cases or exploring other legal fields that may also be affected by the dominance of public law, such as international contracts or the financial sector.

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WORKS CITED

- Adamo, S. (2022). "Please Sign Here": Integration Contracts Between Municipalities and Foreigners in Denmark. *Journal of International Migration and Integration*, 23(1), 321-342. Scopus. <https://doi.org/10.1007/s12134-021-00834-0>
- Beichard-Torres, E. (2023). Social rights and transformative private law. *Osgoode Hall Law Journal*, 60(2), 373-417. Scopus. <https://doi.org/10.60082/2817-5069.3894>
- Berg, B. L. (2001). *Qualitative research methods for the social sciences* (4th ed). Allyn and Bacon.
- Brady, M. E. (2021). Turning neighbors into nuisances. *Harvard Law Review*, 134(5), 1610-1682. Scopus.
- Davydova, I., Tkalych, M., Samadova, M., Fariz, N., Tolmachevska, Y., & Aliyev, E. (2024). Esports as a Phenomenon of the Digital Age: An Economic and Legal Analysis (on the Example of Ukraine and Switzerland). *Retos*, 51, 259-266. Scopus. <https://doi.org/10.47197/retos.v51.100774>
- de Graaf, T., & Veldt, G. (2022). The AI Act and Its Impact on Product Safety, Contracts and Liability. *European Review of Private Law*, 30(5), 803-834. Scopus. <https://doi.org/10.54648/erpl2022038>
- Epstein, R. A. (2021). Rules and reasons, public and private on the use and limits of simple rules 25 years later. *European Journal of Law and Economics*, 52(2-3), 363-380. Scopus. <https://doi.org/10.1007/s10657-020-09681-3>
- Fahey, B. A. (2020). Federalism by contract. *Yale Law Journal*, 129(8), 2326-2416. Scopus.
- Fonotova, O. V., & Ukolova, M. D. (2022). The impact of foreign economic sanctions on commercial contracts. *Vestnik Sankt-Peterburgskogo Universiteta. Pravo*, 13(4), 963-974. Scopus. <https://doi.org/10.21638/spbu14.2022.408>
- Fras, M. (2019). Contemporary European Normative Tendencies Regarding the Essence and Typology of Insurance Contracts. *Liverpool Law Review*, 40(2), 131-148. Scopus. <https://doi.org/10.1007/s10991-019-09232-0>
- Fu, H., & Zhang, X. (2022). Judging the Party: Public Law Wrongs and Private Law Remedies. *Chinese Journal of Comparative Law*, 10(1), 97-117. Scopus. <https://doi.org/10.1093/cjcl/cxac008>
- Gibton, D. (2015). Researching education policy, public policy, and policymakers: Qualitative methods and ethical issues (p. 226). Taylor and Francis; Scopus. <https://doi.org/10.4324/9781315775722>
- Herbosch, M. (2024). Fraud by generative AI chatbots: On the thin line between deception and negligence. *Computer Law and Security Review*, 52. Scopus. <https://doi.org/10.1016/j.clsr.2024.105941>
- Kiskis, M. (2024). Private law framework for blockchain. *Frontiers in Blockchain*, 7. Scopus. <https://doi.org/10.3389/fbloc.2024.1205461>

- Klimchuk, D. (2020). State Estoppel. *Law and Philosophy*, 39(3), 297-323. Scopus. <https://doi.org/10.1007/s10982-019-09372-4>
- Leavy, P. (Ed.). (2014). *The Oxford handbook of qualitative research*. Oxford University Press.
- Melían Pérez, G. E., & El-Mecky, N. (2024). A contract law approach to private censorship of art on social media platforms. *Revista de Internet, Derecho y Política*, 41. Scopus. <https://doi.org/10.7238/idp.v0i41.423101>
- Papp, T. (2022). Goose-stepping? The concept of the Hungarian public administration contract from a private law point of view. *Juridical Tribune*, 12(3), 368-386. Scopus. <https://doi.org/10.24818/TBJ/2022/12/3.04>
- Permatasari, D., Ambia, F., Kusriani, E., & Zulkarnain, M. (2023). Comparison of Gross Split Production Sharing Contract and Taxation Aspects for Economic Incentives in Indonesia. *International Journal of Technology*, 14(2), 246-256. Scopus. <https://doi.org/10.14716/ijtech.v14i2.5441>
- Radhi, H. D. A. (2021). The legal Nature of Petroleum Contracts from the National Point of View. *Review of International Geographical Education Online*, 11(5), 4798-4808. Scopus. <https://doi.org/10.48047/rigeo.11.05.354>
- Rakoczy, B. (2023). Legal instruments of financial support for low-carbon energy in the legal system of Poland. *Journal of Agricultural and Environmental Law*, 18(35), 115-127. Scopus. <https://doi.org/10.21029/JAEL.2023.35.115>
- Rödl, F. (2021). Justice in Contract, no Justice in the Background. *European Review of Contract Law*, 17(2), 157-169. Scopus. <https://doi.org/10.1515/ercl-2021-2024>
- Ryan, E. (2023). PRIVATIZATION, PUBLIC COMMONS, AND THE TAKINGSIFICATION OF ENVIRONMENTAL LAW. *University of Pennsylvania Law Review*, 171(3), 617-752. Scopus.
- Schuppli, B., & Jafari, G. A. (2021). Piercing the Digital Veil A Case Study for a DAO Legal Framework under Swiss Law. *Journal of Intellectual Property, Information Technology and E-Commerce Law*, 12(4), 331-346. Scopus.
- Singh, P. (2019). Prolegomenon to a Southern Jurisprudence. *Liverpool Law Review*, 40(3), 155-178. Scopus. <https://doi.org/10.1007/s10991-019-09237-9>
- Sirks, B. (2022). The colonate in the Later Roman Empire. *Legal History Review*, 90(1-2), 129-147. Scopus. <https://doi.org/10.1163/15718190-20220005>
- Štemberger Brizani, K. (2023). CHANGED CIRCUMSTANCES AND CONCESSION CONTRACTS: SLOVENIAN LAW IN A COMPARATIVE PERSPECTIVE. *Anali Pravnog Fakulteta u Beogradu*, 71(4), 669-694. Scopus. https://doi.org/10.51204/Anali_PFBUE_23402A
- Štemberger, K. (2023). Legal Protection of Concession Contracts - at the Interface between Public and Private Law and European and National Law MC. *Studia Iuridica Lublinensia*, 32(1), 335-355. Scopus. <https://doi.org/10.17951/sil.2023.32.1.335-355>
- Tambunan, M. R. U. D. (2024). Notes on Tax Disputes from Misapplication of Indonesia-Japan Tax Treaty: A Study Based on Indonesian Tax Court Decisions. *Global Trade and Customs Journal*, 19(1), 37-49. Scopus. <https://doi.org/10.54648/gtcj2024011>
- Tambunan, M. R. U. D., & Silalahi, G. M. T. (2024). Resolving Conflicts Between Production Sharing Contracts and Tax Treaties in Indonesia. *Intertax*, 52(2), 154-162. Scopus. <https://doi.org/10.54648/taxi2024022>