

APPLICATION OF FORCE MAJEURE CLAUSES IN AGREEMENTS BUSINESS RENTAL DURING THE COVID-19 PANDEMIC

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Abstract

The development of the COVID-19 pandemic has disrupted various aspects of life, one of which is in terms of agreements where there is a breach of contract because one party cannot fulfill its achievements due to the COVID-19 force majeure. The formulation of the problem in this research is how to apply the COVID-19 force majeure clause in leasing contracts during the pandemic and what the settlement policy is for leasing contracts that occur during the COVID-19 pandemic. This research aims to find out how the force majeure clause is applied in leasing agreements during the COVID-19 pandemic and how to resolve it. This research uses an empirical juridical research method, namely a method used to obtain primary data and find the truth based on facts in the field through interviews with related parties. The results of this research explain that the leasing institution PT. FIF Group Astra Palu City and Sinarmas Multifinance Palu City have not implemented a force majeure clause in the contract with the lessee. The two leading institutions have formed various policies to overcome defaults during the COVID-19 pandemic by referring to the Regulation of the Financial Services Authority of the Republic of Indonesia Number 14/POJK.05/2020 concerning Countercyclical Policies on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions and continue to pay attention to the precautionary principle that does not harm the lessee or the lessor. This research provides suggestions for leasing institutions to include standard clauses regarding COVID-19 force majeure in written contracts with lessees, and for lessees to be more cooperative in responding to policies issued by leasing institutions.

Keywords: Leasing; Force Majeure; Covid-19 Pandemic; Default

1. INTRODUCTION

Communities throughout the world are shocked by infectious diseases such as pneumonia. WHO designated the virus that causes pneumonia in humans as Corona Virus Disease (COVID-19). COVID-19 is spreading throughout the world, including in Indonesia. In an effort to suppress the spread of COVID-19, President Joko Widodo established a Large-Scale Social Restrictions (PSBB) policy. This policy is also regulated in a Government Regulation which has been signed by the President. PSBB is regulated in the Government Regulation of the Republic of Indonesia Number 21 of 2020. Apart from determining the PSBB, the Government also stipulated the Presidential Decree of the Republic of Indonesia Number 11 of 2020 concerning the Determination of a Public Health Emergency and the Presidential Decree of the Republic of Indonesia Number 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (COVID-19).

In general, Government Regulations regulate provisions for implementing Large-Scale Social Restrictions (PSBB), such as closing schools, limiting activities in places of worship, and limiting

activities in public places/facilities if the number of COVID-19 infections in Indonesia continues to soar. In order to prevent the rapid spread of the COVID-19 virus, a number of regions have implemented PSBB policies. The implementation of PSBB has an impact on companies, entrepreneurs, and workers whose activities are limited. This impact causes a difficult situation for companies that continue to experience losses, so they implement various policies to anticipate further worsening of the company's financial condition, namely by terminating employment relations (PHK), laying off, and/or cutting the wages of workers/laborers.

Since the implementation of the PSBB, Indonesia's economic growth has begun to decline and a number of economic activities cannot run smoothly. Many companies continue to carry out their production processes but cannot keep up with income or income. Thus, the company cannot bear the costs of salaries or wages for each employee. The company, in the end, decided to terminate the employee's employment. As a result, the unemployment rate in Indonesia increases, and employees who have been laid off lose their income. People who are bound by a financing agreement with a company find it difficult to fulfill their obligations, resulting in broken promises or defaults. Several debtors who were bound by contracts or agreements with a company argued that the default was due to COVID-19. So COVID-19 is used as a reason for force majeure (circumstances beyond control/compelling circumstances). This in people's lives has given rise to various problems, where COVID-19 has brought many changes and affected the parties entering into an agreement and can even cause one party to experience losses.

Mochtar Kusumaatmadja said that force majeure is a situation where it is impossible for one of the participating parties to carry out obligations according to the agreement (impossibility of performance). This reason can be stated if the implementation of obligations becomes impossible due to the disappearance of the object or purpose that is the subject of the agreement. In the Civil Code, force majeure is contained in articles 1244 and 1245. Article 1244 states: The debtor must be punished to compensate costs, losses, and interest if he cannot prove that the agreement was not carried out or that the time for carrying out the agreement was not correct. caused by something unexpected, which cannot be accounted for. Meanwhile, article 1245 states: There is no compensation for costs, losses, and interest if due to compelling circumstances or because of things that happen by chance, the debtor is prevented from giving or doing something that is required or do something deeds that are hindered by him.

Seeing that it is increasingly difficult for debtors to fulfill their obligations to creditors which causes default due to the COVID-19 force majeure situation, the Financial Services Authority issued the Republic of Indonesia Financial Services Authority Regulation Number 11/POJK.03/2020 concerning National Economic Stimulus as a Countercyclical Policy for the Impact of Distribution Coronavirus Disease 2019, Regulation of the Financial Services Authority of the Republic of Indonesia Number 14/POJK.05/2020 concerning Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions, and Regulation of the Financial Services Authority of the Republic of Indonesia Number 48/POJK.03/2020 concerning Amendments to Regulatory Authority Financial Services Number 11/POJK.03/2020.

This regulation of the Financial Services Authority of the Republic of Indonesia takes into consideration, that COVID-19 has had a direct or indirect impact on the performance and operational capacity of consumers, non-bank financial services institutions, and the stability of the financial system so that it can influence economic growth. To encourage the optimization of the performance of non-bank financial service institutions, maintain financial system stability, and support economic growth, it is necessary to adopt countercyclical policies regarding the impact of the spread of COVID-19 while still paying attention to the precautionary principle, by providing relief for debtors in the case of problem loans. Because every contract that occurred before the COVID-19 pandemic requires

dispute resolution that does not harm the creditor but also takes into account the condition of the debtor concerned.

One of the non-bank financing institutions that was also affected was leasing. According to the Decree of the Minister of Finance of the Republic of Indonesia Number 1169/KMK.01/1991 concerning Leasing, the definition of Leasing is financing activities in the form of providing capital goods either on a lease basis with option rights (finance lease) or business lease without option rights (operating lease) for use by the lessee for a certain period of time-based on periodic payments. In a leasing agreement, there are two parties directly involved in it, namely the lessor or the party renting the goods and the lessee or the party renting the goods. The impact of the COVID-19 pandemic is not only felt by people who use the services of leasing institutions but also leasing companies are also feeling the same impact where leasing companies have to implement various policies for debtors who can no longer afford to pay. fulfill its obligations due to the COVID-19 pandemic. The aim of this research is to determine the application of the COVID-19 force majeure clause in leasing contracts in Indonesia during the pandemic. And know the settlement policy for leasing contracts that occurred during the COVID-19 pandemic.

2. RESEARCH METHODS

This research method will be prepared using empirical juridical research methods. The empirical research method is a method used to obtain primary data and find the truth based on facts in the field. The data collected in this research are primary and secondary data. Primary data in this research is data obtained by conducting direct research in the field through interviews with local leaders and staff as well as parties related to the problem to be researched by the author. Secondary data, namely data obtained through statutory regulations, the Civil Code, books, scientific works, and other sources can support this research.

The data collection technique in this research uses 2 (two) data collection techniques, namely field research, and library research. This field research was carried out by conducting interviews. This interview was conducted in a structured manner, namely preparing questions to be asked of respondents related to the problem the author raised. Literature research is carried out by collecting data obtained through statutory regulations, the Civil Code, books, scientific works, and other sources related to the problems in this paper.

Analysis of data obtained from both literature study and field research will be analyzed descriptively and qualitatively, while descriptive qualitative is a method that uses analysis of data obtained from field research according to its quality and truth and then connected to laws and legal rules obtained from the study. literature so that it is able to answer the problems that have been formulated.

3. RESULTS AND DISCUSSION

An agreement/contract is a legal relationship made by two or more parties, where one party is entitled to performance and the other party is obligated to fulfill that performance. Business lease contracts are born on the basis of freedom of contract which has been regulated in article 1338 of the Indonesian Criminal Code, which states: "All agreements made in accordance with the law apply as law for those who make them. The agreement cannot be withdrawn except with the agreement of both parties or for reasons determined by law. Consent must be executed in good faith."

Based on the results of research in the field, when the COVID-19 pandemic occurred, OJK implemented a countercyclical policy for leasing institutions while continuing to apply the principles of prudence, risk management, and good corporate governance, including in the form of guidelines

regarding policy implementation and equipped with monitoring mechanism. In this regard, the Financial Services Authority issued the Republic of Indonesia Financial Services Authority Regulation Number 14/POJK.05/2020 concerning Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions

The determination of debtors affected by the spread of COVID-19 is based on the explanation of Article 11 of the Financial Services Authority Regulation Number 14/POJK.05/2020 concerning Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions, including:

- 1) The debtor is an individual who is declared a positive patient infected with COVID-19, a patient under supervision, or a person under supervision so that the debtor experiences difficulties in meeting the Non-Bank Financial Services Institution.
- 2) The debtor has a business in the economic sector that is directly affected by the spread of COVID-19 so the debtor experiences difficulty in fulfilling the obligations of the Non-Bank Financial Services Institution.
- 3) The debtor has a business in the economic sector which is indirectly affected by the spread of COVID-19 so the debtor experiences difficulty in fulfilling obligations to Non-Bank Financial Services Institutions according to the agreement.

Through interviews regarding the implementation of the COVID-19 force majeure clause with two leasing institutions, namely PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City, the author found that in the agreement between the lessee and the lessor, there was no COVID-19 force majeure clause contained in the agreement/contract, in this case, the two leasing institutions only conveyed it verbally that they implemented the COVID-19 force majeure clause by enforcing policies in accordance with the direction of the Financial Services Authority.

Responding to this, Mr. Firmansyah a Staff of the Bad Credit Section at PT. The Federal International Finance Group Astra City of Palu stated that if a default occurs due to force majeure COVID-19, then PT. FIF Group will visit the lessee's house directly and convey several things related to PT policies. FIF verbally... Mr. Ahmad as the Head of the Sinarmas Multifinance Collector in Palu City also gave the same statement, therefore the author cannot find a standard clause made by the parties because the two leasing institutions did it orally, which can differentiate between the two This leasing agency is a policy implemented during the COVID-19 pandemic. Researchers studied further regarding the problems experienced by lessees in meeting their achievements during the COVID-19 pandemic. Ellon Walean is one of the lessees at PT. FIF Group Astra Palu City said that when the pandemic occurred, the income they earned decreased. Ellon experienced a delay of 1 month and PT. FIF visited Ellon, based on an agreement with PT. FIF provides relief for 3 months in accordance with the policy implemented by PT. FIF.

Based on the description above, the leasing institution has not implemented the force majeure clause in the contract agreement as regulated in Article 1244 and Article 1245 of the Civil Code. Even though in the event of an incident in the field the leasing institution still takes action to form policies in the event of a default due to force majeure by visiting the lessee's house, it would be even better if the force majeure was contained in the standard contract agreement between the lessor and the lessee.

The increasingly widespread spread of the COVID-19 outbreak in Indonesia is a reason for the Indonesian government to tackle COVID-19 by issuing several regulations to save health and the national economy. The steps taken by the Indonesian Government to overcome the impact of the spread of COVID-19 are by designating the spread of COVID-19 as a disease that causes a public health emergency, this is regulated in the Presidential Decree of the Republic of Indonesia Number 11 of 2020 concerning Determining the Public Health Emergency of Coronavirus Disease 2019 (COVID

-19). Apart from that, the Government issued laws and regulations to prevent the spread of COVID-19, such as declaring the COVID-19 pandemic a national disaster (Presidential Decree Number 12 of 2020).

The government also issued a policy, Government Regulation of the Republic of Indonesia Number 21 of 2020 concerning Large-Scale Social Restrictions. With the stipulation of Government Regulation of the Republic of Indonesia Number 21 of 2020 on March 31, 2020, this is a form of Large-Scale Social Restriction action in order to suppress the increasingly widespread spread of COVID-19, the actions taken through teaching and learning activities at home, work at home activities or known as work from home, restrictions on religious activities in places of worship, and restrictions on activities in public places or facilities. This resulted in many people experiencing layoffs because companies suffered losses due to the implementation of the PSBB. People who experience layoffs ultimately have no income and cannot fulfill their current obligations. With the issuance of this regulation, COVID-19 has clearly become a force majeure that suddenly appears and disrupts various sectors. One of the institutions affected is the leasing institution. Bearing in mind that a leasing contract is a contract executed on the principle of freedom of contract, every person has the right to enter into a leasing contract with anyone or any leasing party. It cannot be denied that some of the lessees involved with leasing contracts are people who work for companies that have laid off their employees due to COVID-19, lessees involved with leasing contracts are hampered in carrying out their achievements because they have no income, As a result, the lessee is unable to make credit installment payments or there is a problem with financing or default.

Based on the results of interviews with related parties, the author found that the two leasing institutions implemented different policies but were still under the supervision of the Financial Services Authority because leasing institutions are one part of the Financing Institutions under the auspices of the Financial Services Authority so that leasing institutions business purposes in carrying out its operations cannot be separated from the supervision of the Financial Services Authority. Several policies were issued by PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City have differences, this is because the Financial Services Authority gives leasing institutions the authority to issue their own policies. The policies issued by the two leasing institutions are still guided by the regulations issued by the Financial Services Authority, namely Financial Services Authority Regulation Number 14/POJK.05/2020 concerning Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions.

The Financial Services Authority itself has determined how to restructure bad credit/financing that occurred during COVID-19:

- 1) Decrease in interest rates
- 2) Extension of the term
- 3) Reduction of principal arrears
- 4) Reduction of interest arrears
- 5) Additional financing
- 6) Conversion of sharia financing contracts
- 7) Conversion of financing into capital participation.

The implementation of restructuring is prioritized for debtors who have good faith and are impacted by COVID-19 as well as assessing the suitability of debtors to obtain restructuring from finance companies, in this case leasing institutions specifically PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City do not have

special criteria for the lessee, as long as the lessee has good faith then the leasing policy will apply. The debtor's rights and obligations in this application depend on the type of financing restructuring mechanism agreed upon by the debtor and the finance company concerned. Financing restructuring is carried out in accordance with the Financial Services Authority Regulations which regulate asset valuation for finance companies. Financing restructuring for debtors affected by the spread of COVID-19 does not apply automatically so debtors must submit a restructuring request to the Financial Services Institution

Non-Bank (LJKNB) which distributes financing using mechanisms regulated by each LJKNB.

Providing financing restructuring is carried out in general, LJKNB refers to the Financial Services Authority which regulates asset quality assessments for each LJKNB. However, the implementation or restructuring scheme can vary and is determined by the policies of each LJKNB depending on the assessment of the profile and repayment capacity of its debtors. The technical calculation of financing restructuring depends on the mechanism in each LJKNB and the LJKNB's considerations in evaluating each debtor case. Generally, LJKNB will first look at the debtor's income, whether it has dropped to 0% or not, as well as interest. This needs to be communicated clearly by the LJKNB and the debtor. Based on the provisions above, the two leasing institutions have issued their own policies while still being guided by the Financial Services Authority Regulations. The policies implemented by PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City as follows:

a. PT policy. Federal International Finance Group Astra Palu City during the COVID-19 pandemic

1. Relaxation (Creation of a new contract)

Relaxation is a new policy issued after COVID-19 occurred, when the lessee and lessor agree to relax, a new contract will be formed between the two parties. The advantage of relaxing is the loss of arrears from the lessee, it can also reduce the obligations that will be fulfilled monthly. Meanwhile, the disadvantage of relaxing is that all obligations that have been fulfilled by the lessee are eliminated previously and the contract will start again from the beginning and it will take more time to pay off. If the lessee does not want to relax, the contract will not change. The relaxation applies only in 2020.

2. Policy when a Default occurs

If the lessee is affected by COVID-19 resulting in default, then the obligation will be borne by the lessee's closest relatives. PT. FIF Group Astra Palu City will confirm to the lessee who entered into the contract regarding the conditions currently being experienced by visiting the residence of the lessee concerned. If the lessee is unable to fulfill its obligations, the lessor will impose these obligations on the lessee's closest relatives on the condition that the closest relatives have a job. still.

3. Postponement Policy

If the lessee's closest relatives are also unable to fulfill the achievements, then PT. FIF Group Astra Palu City will provide a 3-month postponement policy. During the 3-month postponement policy period provided, the lessee or their closest relatives do not make payments of either principal or interest, after the postponement period is over, PT. FIF Group Astra Palu City will re-examine the condition of the lessee, if the lessee is still unable to fulfill its obligations then remediation will be carried out (review by the lessor) by mediating between the lessee and the lessor, if through mediation the lessee cannot fulfill its obligations then the object of the agreement will be withdrawn by PT. FIF Group Astra Palu City.

b. Sinarmas Multifinance Policy in Palu City during the COVID 19 pandemic

1. Restruct (Postponement of payment).

Sinarmas Multifinance, Palu City, has formed a break policy by providing a form that will be filled in by the lessee to choose the delay time limit, so that in this case, Sinarmas Multifinance, Palu

City gives the lessee the freedom to determine how long the delay time will be chosen. The delay time options provided by Sinarmas Multifinance Palu City are 3 months, 6 months, and 1 year. Mr. Ahmad as Head Collector said that most lessees chose a delay of 3-6 months. During the postponement period, credit interest will continue to run, at 0.5%. Restrict applies only in 2020.

2. Subpoena.

If the postponement period has been completed and the lessee is still unable to fulfill its obligations, Sinarmas Multifinance, Palu City will write to the lessee regarding its obligations. If the lessee does not comply, the lessor will visit the lessee directly and issue summons 1 and 2 in stages, if summons 1 is not if the lessee still does not heed the second summons, then the object of the agreement will be withdrawn by the lessor. Even though the two leasing institutions have different policies, the policies issued are not much different and still prioritize the agreement with the lessee. The two leading institutions carry out their policies by visiting the lessee's house directly. At this time all of the above policies are no longer enforced by the two leasing institutions. Through interviews with Mr. Firmansyah (Staff of the Bad Credit Section of PT. Federal International Finance Group Astra, Palu City) and Mr. Ahmad (Head of Sinarmas Multifinance Collector, Palu City), the majority of lessees remain cooperative by fulfilling their obligations on time according to the policies provided. by leasing.

Based on the author's analysis through the two results and discussion above, leasing institutions, specifically PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City have not implemented the COVID-19 force majeure clause in the contract with the lessee. Although the two leasing institutions have implemented policies during the COVID-19 pandemic to prevent defaults. So the lessee has difficulty proving that he or she is affected by force majeure due to COVID-19, and the leasing institution determines which lessee is deemed to be able to apply the policies that apply during the COVID-19 pandemic. The author did not receive information regarding the leasing institution's reasons for implementing this. The author provides the opinion that the policies issued by the two leasing institutions above are good and follow the direction of the Financial Services Authority regarding restructuring during the COVID-19 pandemic, in implementing their policies the two leasing institutions are doing so in stages. By issuing various forms of policies, defaults due to the COVID-19 pandemic can be avoided. However, leasing institutions should be obliged to include a force majeure clause in the standard contract in the agreement with the lessee so that the policies that have been formed by the leasing institution apply equally to all lessees without exception.

4. CONCLUSION

Based on the research results in the discussion, the author can draw the following conclusions:

1. Leasing institutions specifically PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City have not implemented the COVID-19 force majeure clause in the standard contract with the lessee. And if a default occurs, the leasing agency will visit the lessee and verbally convey the various policies implemented during the COVID-19 pandemic.
2. The settlement policy for leasing contracts that is ongoing during the COVID-19 pandemic is implemented by the leasing institution, namely PT. Federal International Finance Group Astra Palu City and Sinarmas Multifinance Palu City are implementing new policies as a form of resolving defaults due to force majeure COVID-19, and remain under the supervision of the Financial Services Authority which has provided direction regarding the restructuring of bad credit/financing during COVID-19.

5. REFERENCES

- Abdulkadir Muhammad, 1992, *Contract Law*, Bandung, Citra Aditya Bakti.
- Amin Widjaja Tunggal & Arif Djohan Tunggal, 2005, *Aspen Juridical Leasing*, Jakarta, PT Rineka Cipta.
- Angel Olivia Natasya, 2021, *Dire Situations During the COVID-19 Pandemic and Their Relation to Car Leasing Contracts (Study at PT Mandiri Utama Finance Medan)*, University of North Sumatra, Medan
- Aprilia, 2011, *Lease Agreement Between Lesser and Lessor*, *Fiat Justicia Journal of Legal Sciences*, University of Lampung, Lampung, Vol 5 No 3. Aulia Fajriani Kamamruddin, 2020, *Juridical Review of E-Commerce Transactions Carried Out by Minors in Connection with the Valid Conditions of Agreements in Article 1320 of the Civil Code*, *Repository of UIN Alauddin Makassar*.
- Ahmadi Miru, and Sakka Pati, 2020, *Contract Law*. Jakarta: PT Sinar Graphics.
- LinovHR Admin, *What is Default? This is the complete discussion*, 17 June 2021, <https://www.linovhr.com>, accessed on 9 August 2022, at 18.48 WITA.
- Djaja S. Mliala, 2014, *Civil Law from a BW Perspective (revised edition)*, Bandung: Nuansa Aulia.
- Harry Purwanto, 2011, *The Existence of the Rebus Sic Stantibus Principle in International Agreements*, *Mimbar Hukum Journal Special Edition*, November.
- Fransiska, 2021, *Leasing Agreement, Law, Development & Justice Review*, Volume 4, Number 2.
- Junaidi, 2022, *Financing Institution Law, West Java*, CV. Adanu Abimata. Kartini Muljadi and Gunawan Widjaja, 2014, *Engagements Born from Agreements*, Jakarta: Rajawali Press.
- Khalifah Al Kays Yusuf, *Impact of PSBB Policy on Workers' Rights*, 21 September 2020, <https://akurat.co>, accessed on 1 July 2022 at 21.33 WITA.
- Code of Civil Law.
- Presidential Decree Number 12 of 2020 concerning Determining the Non-Natural Disaster of the Spread of Coronavirus Disease (COVID-19) as a National Disaster.
- Decree of the Minister of Finance of the Republic of Indonesia Number 1169/KMK.01/1991 concerning Leasing.
- Kunarso and A Djoko Sumaryanto, 2020, *The Existence of Agreements in the Midst of the COVID-19 Pandemic*, *Batulis Civil Law Review*, Bhayangkara University Surabaya, Surabaya, Vol. 1, No. 1.
- Livia Fibrianti, *Economic Growth Conditions During the Covid-19 Pandemic in Indonesia*, 16 June 2021, <https://www.viva.co.id/>, accessed on 1 July 2022 at 22.05 WITA.
- Lukman Santoso, 2012, *Contract Agreement Law, Guide to Understanding Engagement Law & Application of Contract Agreement Letters*, Yogyakarta, Cakrawala.
- M Zen Abdullah, 2010, *Juridical Study of Legal Conditions and Elements in an Agreement*, *Lex Specialis Journal*, Number 11.
- Muhammad Teguh Pangestu, *Covid-19 as a Reason for Force Majeure in Agreements and Its Implications for Agreements*, 17 June 2020, <https://law.uui.ac.id>, accessed on 20 August 2022 at 20.12 WITA.
- Muhammad Teguh Pangestu, 2019, *Principles of Contract Law*, Jakarta: CV. Social Political Genius (SIGn).
- Munir Fuady, 1999, *Contract Law: From a Business Law Perspective*, Cet. 2., Bandung, PT. Citra Aditya Bakti.
- Financial Services Authority Regulation Number 11/POJK.03/2020 concerning National Economic Stimulus as a Countercyclical Policy for the Impact of the Spread of Coronavirus Disease 2019.

- Financial Services Authority Regulation Number 14/POJK.05/2020 concerning Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions.
- Republic of Indonesia Financial Services Authority Regulation Number 48/POJK.03/2020 concerning Amendments to Financial Services Authority Regulation Number 11/POJK.03/2020.
- Presidential Regulation Number 9 of 2009 concerning Financing Institutions.
- Riza Fibriani, 2020, Forced Withdrawal of Vehicles by Leasing in Force Majeure COVID-19, *Magistra Law Review*, Volume 01 Number 02.
- Ricardo Simanjuntak, 2020, *Business Contract Design Techniques*, Jakarta: Kontan Pubhal.
- Rini Apriyani et all, 2020, *Force Majeure In Law*, Yogyakarta: Zahir Publishing.
- Salim HS, 2005, *Development of Innominaat Contract Law in Indonesia*, Cet. 3, Jakarta, Sinar Graphics.
- Soerjono Soekanto, 1981, *Introduction to Legal Research*, Jakarta: UI Press.
- Sunaryo, 2009, *Law on Financing Institutions*, Jakarta, Sinar Graphics.
- Tantiya Nimas Nuraini, Chronology of the emergence of COVID-19 in Indonesia until the issuance of the Presidential Decree on Health Emergency, 2 April 2020. <https://www.merdeka.com>, accessed on 1 July 2022, at 20.35 WITA.
- Toman Sony Tambunan and Wilson RG Tambunan, 2009, *Contract Law*. Jakarta: Prenadamedia Group.
- Wahyuddin Lukman & DA MALIK, 2020, *COVID-19: Historical Review of the World Virus & Legal Policy for Handling COVID-19 in Indonesia*, Guepedia, Bogor.
- Yahman, 2016, *Characteristics of Default and Crime of Fraud: Born from Contractual Relationships*. Jakarta: Kharisma Putra Utama.