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Doctrinal Reconstruction of *Pacta sunt servanda*: Contractual Binding Force, Legal Certainty, and Corrective Justice

Aris Yulia[1*]
Universitas Sahid Jakarta, Indonesia

Fatma Ayu Jati Putri[2]
Universitas Surakarta, Indonesia

***Corresponding author:**
Aris Yulia, Universitas Sahid Jakarta, Indonesia. ✉aris_yulia@usahid.ac.id

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Abstract

Background: Contract law is founded on consensualism, freedom of contract, and *pacta sunt servanda*, which collectively determine the formation and binding force of agreements. However, these principles are shaped by distinct philosophical foundations across Civil Law, Common Law, and Islamic Law, requiring deeper comparative analysis of their normative significance.
Objective: This study examines the reconstruction of the philosophical foundation of the binding force of contracts from the perspectives of legal certainty and justice.
Methods: This research employs a normative juridical research method characterized as qualitative and comparative. It is based on library research, utilizing primary and secondary legal materials analyzed qualitatively through normative and comparative legal approaches.
Results: The findings reveal that, first, within the paradigm of freedom of contract or party autonomy, there exists an operational foundation that legitimizes the binding force and enforceability of contracts as a manifestation of respect for the parties' agreement. Second, in classical contract law theory, the doctrine of the sanctity of contract serves as a fundamental principle arising from freedom of contract and underpins the application of *pacta sunt servanda*. Meanwhile, in Islamic law, the philosophical foundation of the binding force of contracts is directly rooted in normative values derived from the Qur'an, emphasizing the obligation to fulfill agreements as both a moral and legal duty.
Conclusion: This study concludes that contractual binding force is rooted in autonomy of will within classical contract law, while Islamic law grounds contractual obligation directly in Qur'anic authority and moral-religious responsibility.

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INTRODUCTION

In the realm of contract law, three fundamental and intertwined doctrines are known: the principle of consensualism ("the principle of consensualism/ *het consensualisme*"), the principle of the binding force of contract ("the binding force of contract/ d*e verbindende kracht van de overeenkomst*"), and the principle of freedom of contract ("freedom of contract/ de contractsvrijheid") (Hartkamp, 2015; Wahby, 2025).

The principles of consensualism and freedom of contract operate at the pre-formation stage of the contract. Through the principle of consensualism, an agreement is considered to be born from the moment the parties' wills concur (Haris & Tallon, 1989; Musgrave, 2025). The

presence of a promise creates a reciprocal intention to perform an obligation and simultaneously bind oneself legally (Burju, 2026; Tumbuan, 1988). These contractual obligations open up space for the parties to autonomously formulate the substance of the agreement and its legal consequences (Burju, 2026; Tumbuan, 1988). Thus, a contract is formed by the meeting of the parties' free wills, where consensus becomes the primary determinant of the legal act. In line with this, the principle of freedom of contract legitimizes every individual to determine their contractual partner, the content, the form, and even the governing law of the agreement.

After consensus is reached, this agreement gives rise to a binding force equivalent to law, "*pacta sunt servanda*". The statement embodied in the legal relationship becomes a norm that binds the parties, "*cum nexum faciet mancipiumque, uti lingua nuncupassit, ita jus esto*" (Dagan et al., 2026; Fuller et al., 1981). This principle is the main foundation of the binding force of contract, which is not only ethically valuable but also contains juridical consequences that must be obeyed (Dagan et al., 2026; Fuller et al., 1981). Consequently, neither judges nor external parties have the authority to interfere with the substance of the agreed-upon agreement. This principle functions dominantly at the contract implementation stage.

Thus, the principle of the binding force of contract asserts that every promise must be kept. In other words, this principle places the parties in a legally bound position to fulfill what they have agreed upon. Normatively, the existence of this principle is affirmed in Article 1338 paragraph (1) of the Indonesian Civil Code (*KUHPerdata*), which states that all legally made agreements serve as law for the parties who make them ("*alle wettiglijk gemaakte overeenkomsten strekken dengenen die dezelve hebben aangegaan tot wet*").

Empirical realities, however, reveal significant tensions in the application of *pacta sunt servanda*. In Indonesia, data from the Supreme Court (*Mahkamah Agung*) indicates that contract disputes consistently rank among the top categories of civil litigation, with thousands of cases annually involving standard-form contracts, unequal bargaining power, and allegations of unconscionability (Tangguh, 2022). Globally, the 2008 financial crisis exposed how rigidly enforced contractual obligations could produce systemic injustice, prompting courts in various jurisdictions to invoke doctrines of good faith, rebus sic stantibus, and hardship to modify or void contracts (Hesselink, 2016; Mahmudova, 2026; Momberg Uribe, 2011). The UNIDROIT Principles of International Commercial Contracts Broedermann (2019) explicitly recognize that extreme hardship may justify renegotiation or termination of a binding agreement, a direct challenge to the absolutism of classical *pacta sunt servanda*. These developments underscore the urgent need to reconstruct the philosophical foundation of contractual binding force so that it accommodates both legal certainty and substantive justice (Litina, 2026).

However, law cannot be viewed as a neutral entity sterile from values. It constantly interacts with the dynamics of social life and is also influenced by the community's legal culture. Society's perceptions and attitudes towards law are shaped by various factors, such as religious values, philosophical foundations, level of education, interests, and cultural backgrounds (Friedman & Hayden, 2026). Therefore, the birth of norms requiring parties to submit to the contract, as formulated in Article 1338 paragraph (1) of the *KUHPerdata*, cannot be separated from the philosophical basis that underlies it. Although Civil Law, Common Law, and Islamic Law systems all recognize these three principles, each system has different philosophical foundations in interpreting them.

Several prior studies have examined aspects of this problem from different angles. Khairandy (2003) analyzed good faith as a corrective instrument within the Indonesian contractual framework but did not engage with the Islamic law dimension (Arcaropeboka, 2026). El-Hassan (1985) compared freedom of contract in Sudanese and Islamic law, yet focused primarily on the doctrine of frustration rather than the broader philosophical reconstruction of *pacta sunt servanda* (Esposito & Figuera, 2026). Sharma (1998) traced the transition from sanctity to fairness in contract law but limited his analysis to Western legal traditions (Redstone, 2026). A critical gap therefore exists: no study has systematically reconstructed the philosophical foundations of contractual binding force by integrating Civil Law, Common Law, and Islamic Law perspectives through the dual lens of legal certainty and corrective justice. This study fills that gap by proposing a reconstructive framework that preserves the normative core of *pacta sunt*

servanda while embedding it within a justice-sensitive philosophical architecture.

The central focus of this research encompasses two main questions: *first*, how does the paradigm of freedom of contract influence the existence of the principle of *pacta sunt servanda* in contract law?; *second*, what philosophical foundations underpin the principle of *pacta sunt servanda* as the basis for the binding force of contracts in various legal systems, including positive law and Islamic law?

This study aims to gain a comprehensive and in-depth understanding of two main aspects, namely: first, to analyze the influence of the freedom of contract paradigm on the existence and validity of the principle of The novelty of this study lies in its integrative comparative approach: unlike prior works that examine each legal tradition in isolation, this research constructs a unified philosophical framework that bridges Civil Law, Common Law, and Islamic Law, positioning corrective justice as a constitutive element of the binding force of contracts. *pacta sunt servanda* in contract law; second, to examine and identify the philosophical foundations that support the principle of *pacta sunt servanda* as the basis for the binding force of contracts in various legal systems, both in positive law and Islamic law.

METHOD

This research was conducted as a normative juridical study, which was qualitative in nature and supported by comparative and historical approaches. Its main focus was to examine legal materials based on norms contained in legislation and court decisions. Within this framework, the analysis was also directed at the philosophical foundations underlying the doctrine of the binding force of contract.

The philosophical approach was used to examine the value basis and ideas underlying the validity of the *pacta sunt servanda* principle, especially from the perspective of legal certainty and justice. Meanwhile, the comparative approach was utilized to compare the philosophical construction of the binding force of contract in the positive law system and Islamic law. Additionally, a historical approach was employed to trace the development of the doctrine of the binding force of contract over time, thereby obtaining a comprehensive understanding of the evolution of this concept, both theoretically and practically. To explore this historical dimension, a literature study was employed, enabling the reconstruction of past legal realities through library sources and jurisprudence (Fontana & Frey, 1994; Quarta, 2026).

To further examine this historical dimension, a systematic literature review method was employed, enabling the reconstruction of legal doctrinal development through primary and secondary legal sources, including legislation, scholarly treatises, court decisions, and authoritative academic journals (Marzuki, 2017; Rosidi et al., 2026).

The legal materials used in this study were classified into three categories. Primary legal materials included the Indonesian Civil Code (*KUHPerdata*), particularly Article 1338 paragraph (1); relevant provisions of the Qur'an (Q.S. Al-Ma'idah 5:1; Q.S. Al-Fath 48:10, 18); and relevant court decisions (jurisprudence) from the Supreme Court of Indonesia and comparative jurisdictions. Secondary legal materials comprised scholarly books, peer-reviewed legal journals, comparative law analyses, and doctrinal commentaries on contract law from Civil Law, Common Law, and Islamic Law traditions. Tertiary legal materials included legal dictionaries, encyclopedias, and other reference tools used for interpretive clarity (Darmawan & Agustin, 2026; Soekanto, 2007).

The choice of a qualitative method was appropriate for the character of the data, which was comprehensive and holistically integrated, thus requiring in-depth analysis of all available legal materials (Fontana & Frey, 1994; Quarta, 2026). The study was conducted through library research utilizing documents such as legislation, books, legal journals, and court decisions relevant to the principle of the binding force of contract. All legal materials were analyzed qualitatively using normative juridical analysis and comparative legal methods, resulting in a holistic understanding of the philosophical foundations of the binding force of contract in various legal systems.

RESULTS AND DISCUSSION

Results

This research examines the reconstruction of the philosophical foundation of the binding force of contracts from the perspective of legal certainty and justice through an analysis of the freedom of contract paradigm and the principle of *pacta sunt servanda*.

The Influence of the Freedom of Contract Paradigm on the Existence of the Pacta Sunt Servanda Principle

The paradigm of freedom of contract or autonomy of will is the main foundation in classical contract law. This paradigm places the will of the parties as the primary source of obligations, so that every legally made agreement has binding force like a law for the parties. Within this framework, the principle of *pacta sunt servanda* gains normative legitimacy as a logical consequence of the parties' freedom to determine the content of the contract.

The principle of freedom of contract in both the civil law and common law traditions grew alongside the strengthening of currents of thought that promoted individualism and free market mechanisms (Kantorowicz-Reznichenko et al., 2026; Kessler, 1943). In the 19th century, this doctrine gained a dominant position in philosophical, economic, and jurisprudential discourse, thus being seen as the main foundation of contract law (Meese 1999;Magnuson, 2026). The orientation of contract law during that period tended to prioritize the realization of party freedom; even judicial practice and legislation prioritized contractual autonomy over considerations of substantive justice. In its development, this principle led to the concept of unrestricted freedom of contract (Magnuson, 2026; Roscoe, 1909).

The existence of this principle is inseparable from the influence of 19th-century liberal thought, particularly the "laissez-faire" economic doctrine championed by Adam Smith, which emphasized minimal state intervention in economic activities. On the other hand, the utilitarian ideas developed by Jeremy Bentham with the concept of "free choice" also reinforced the construction of freedom of contract (Friedman & Hayden, 2026). Both of these thoughts are rooted in the tradition of individualism, which was also influenced by Immanuel Kant's ethics (Hashemi & Haghi, 2026; Von & Gordley, 1977). More broadly, this foundation can be traced back to the natural law philosophy that flourished during the Enlightenment era.

19th-century contract law was thus heavily influenced by the individualistic paradigm reflected in classical economics and utilitarianism (Badini et al., 2026; Gilmore & Collins, 1995). The goal of law and social policy was directed at achieving the greatest happiness for the greatest number of individuals (Badini et al., 2026; Gluck, 1979). Freedom of contract was then positioned as the central paradigm in the construction of modern contract law. This paradigm also shaped the character of legal regulations at that time. In France, the codification of the "Code Civil" in 1804 was born in the context of the dominance of liberalism and individualism (Badini et al., 2026; Muniz-Arguelles, 1983). Similarly, the German "*Burgerliches Gesetzbuch*" (BGB) reflected a similar orientation.

In the same period, classical contract theory emerged as a reaction to the medieval concept of "substantive justice". Scholars and judges in England and the United States began to abandon the inherent justice basis in exchange and replaced it with the doctrine that contractual obligations originate from the consensus or meeting of the parties' wills (Hashemi & Haghi, 2026; Horwitz, 1974). The intellectual tendency at that time even placed individual choice as the essence of the contract itself, not merely its element. Freedom was positioned as the highest value of human existence, so that contract was understood as a direct manifestation of free will (Hashemi & Haghi, 2026; Von & Gordley, 1977).

Within this framework, law was strictly separated from morality. Principles such as "*justum pretium*" or abuse of rights no longer had a place, while adages like "volenti non fit injuria" affirmed that losses resulting from one's own choice must be borne by the party concerned. The contract remains binding as law for the parties, regardless of its consequences (Friedman & Hayden, 2026; Hartkamp, 1989). This paradigm gave birth to two main dimensions in contracts: maximum freedom to make agreements and the obligation for courts to respect their sanctity (Atiyah, 1995; Friedman & Hayden, 2026). Thus, freedom and the "sanctity of contract" became

the main foundations of contract law at that time (Redstone, 2026; Sharma, 1998). The idea of freedom of contract rests on the consent and will of the parties, and the assumption that the contract is the result of free choice. Therefore, no individual is bound without voluntary consent. This principle became the basis in both civil law and common law, providing leeway for legally capable parties to determine the content, form, and consequences of the contract.

As a consequence, contractual obligations are seen as born solely from the will of the parties. Freedom of contract in classical theory rests on two main premises: the contract is based on consent and is a product of free will (Redstone, 2026; Sharma, 1998). This doctrine views the contract as an entity "ex nihilo", born from the free will of the parties without being tied to previous customs. This freedom allows deviations from conventional practices, while also breaking the link between custom and contractual obligation (Rosenfeld, 2026; Rosenfeld, 1984).

The central premise of classical theory places individual autonomy as the basis for contract formation, assuming the equality of the parties and their ability to reach a fair agreement. This aligns with the spirit of the free market and minimal state intervention. From this perspective, the principle of consensualism was born, which places consensus at the heart of modern contract law. Previously, German law was more familiar with formal and real obligations, without recognizing consensus-based contracts (Mangano, 2025; Zimmermann, 1992).

Nevertheless, the concept of consensual contracts was known in Roman law, albeit limitedly. Gaius classified contracts into four forms: "verbis", "litteris", "re", and "consensu". Consensual contracts developed later, around the first century BC, and are considered an important innovation in Roman law (Davies, 2024; Watson, 2001). Their types include sale and purchase, lease, partnership, and mandate. These contracts were born solely from agreement without specific formalities and became the basis for the generalization of modern contract law (Mangano, 2025; Zimmermann, 1992). Alongside this, the principle of "bona fides" developed as an ethical foundation in contract execution (Hartkamp, 2015; Mangano, 2025; Zimmermann, 1992).

In the Middle Ages, Canon law adopted the principle of consensus through the doctrine of "*nudus consensus obligat*", which broadened the recognition of informal contracts. The civil law system then adopted this principle through the principle of "*pacta sunt servanda*". Both civil law and common law accepted the principle of consensualism, albeit with different meanings. In civil law, this principle is closely related to the theory of autonomy of will, while in common law it reflects more of a policy of state non-intervention (Fridman, 1983; Sadeghpour & Moazami, 2026).

Although not explicitly formulated in the "Code Civil", the idea of consensualism clearly influenced its formation, especially through the thoughts of Jean Domat and Robert Joseph Pothier (Schlesinger & Bonassies, 1968). The will theory, born from the principle of private autonomy, affirms that contractual relationships are determined by the will of the parties. Its consequences include the dominance of subjective intent, the necessity of a meeting of wills, the limited role of the judge, and the freedom of expression of will (Rayner, 2025).

Unlike the Western tradition, Islamic law places freedom of contract within the limits of Sharia principles. The parties still have autonomy, but it must not conflict with provisions such as the prohibition of usury (*riba*). In the early period, Muslim scholars tended to limit contractual freedom by strictly distinguishing between halal and haram transactions. Therefore, contracts had to follow specific forms (*al-'uqūd al-mu'ayyanah*).

However, this view is not monolithic. The Hanbali school introduced a more flexible approach through the doctrine of "ibāḥah", which allows freedom of contract as long as it is not explicitly prohibited (El-Hassan, 1985; Esposito & Figuera, 2026). In the Islamic legal system, freedom of contract operates within two main corridors: first, the legitimacy of contracts based on the practices of the Prophet Muhammad; second, restrictions through the prohibition of *riba* and uncertainty (*gharar*) (El-Hassan, 1985; Esposito & Figuera, 2026).

Discussion

Philosophical Foundation of the Binding Force of Contracts in the Perspective of Certainty and Justice

Table 1. Comparative Philosophical Foundations of Pacta sunt servanda across Civil Law, Common Law, and Islamic Law

Aspect	Civil Law	Common Law	Islamic Law
Source of Contractual Obligation	Autonomy of will; legislative codification (Code Civil, *KUHPerdata*)	Consideration doctrine; freedom of contract; judicial precedent	Divine command (*awfu bil-uqud*, Q.S. 5:1); Sharia principles
Basis of *Pacta sunt servanda*	Sanctity of contract; consensualism; private autonomy	Promissory estoppel; binding consideration; enforceability	*Al-aqd shari at al-mutaaqidayn*; sacred moral-religious duty
Limits of Freedom of Contract	Good faith (bona fides); public policy; mandatory norms; good morals	Unconscionability; statutory restrictions; public policy	Prohibition of *riba*; *gharar*; maysir; Sharia compliance
Mechanism of Corrective Justice	Judicial intervention; reasonableness and equity; abuse of circumstances doctrine	Doctrine of frustration; common law equity; statutory consumer protection	Concept of *maslahah*; protection of the weak (*mustad afin*); prohibition of dharar

Source: Author's synthesis (2026)

Philosophically, the binding force of a contract can be reviewed through three main dimensions: ontological, epistemological, and axiological. Ontologically, a contract is understood as a manifestation of the free will of the parties that gives rise to a legal relationship. Epistemologically, the validity of a contract is based on legal rationality that recognizes agreement as a source of norm legitimacy. Axiologically, a contract aims to create order, certainty, and justice in private legal relationships.

From the perspective of legal certainty, the principle of *pacta sunt servanda* provides a guarantee that every legally made agreement must be complied with. This certainty is important for maintaining the stability of legal relationships and trust in economic activities. On the other hand, from the perspective of justice, the binding force of a contract cannot be applied rigidly without considering the balance between the parties (Salim, 2021; Suryadi & Rosid, 2026). Therefore, corrective principles such as good faith, propriety, and contractual justice emerge as a counterbalance to the absolutism of freedom of contract (Khairandy, 2003; Suryadi & Rosid, 2026).

As an implication of the dominance of the freedom of contract paradigm, individual autonomy in contractual relations is elevated to an almost sacred position. This autonomy then serves as the main foundation for the principle of freedom of contract, while also becoming a central pillar in the evolution of contract law.

The view regarding the "sanctity of contract" emerges as one of the main doctrines in classical contract law theory, which is directly rooted in freedom of contract. The sanctity of the contract, including the obligations inherent within it, is understood as a manifestation of the principle that agreements are formed voluntarily and without coercion, thus having a high binding force. Therefore, it is unquestionable that the concept of sanctity is a derivation of freedom of contract, given that the contract is born from the free will of the parties and is structured through mutual consent (Atiyah, 1995; Friedman & Hayden, 2026).

The obligation to abide by the contents of the agreement is closely related to the principle of "*pacta sunt servanda*". Its historical roots can be traced to the Roman praetor doctrine, "*facta conventa servabo*", which affirms respect for agreements (Moréteau, 2025; Tabor, 2007). This

principle is also in line with the normative teaching "*motzeh sfassecha tismar*" (the obligation to keep promises), and is reinforced by the classical Roman legal tradition. In its development, "*pacta sunt servanda*" became the main, even quasi-sacred, foundation in classical contract law theory, traces of which can be seen in the covenant between Jehovah and the people of Israel, where violation of it was seen as a form of sin as well as a contractual breach (Corbin et al., 1952; Moréteau, 2025).

The principle of "*pacta sunt servanda*" in its modern form was greatly influenced by Canon law "*jus canonicum*", which links the violation of a promise to the moral-religious dimension. In the church's view, every promise is binding before God, regardless of its form; thus, violation of an agreement, whether oral or written, is considered to have the same weight (Moréteau, 2025; Tabor, 2007).

This idea was further developed by natural law thinkers, who affirmed that "fides" as the basis of justice demands that every promise remain binding under all circumstances. This view then became the main foundation of classical contract theory.

The modern concept of freedom of contract is an important foundation in contract law, which affirms the autonomy of the parties to determine the content of the agreement and demand its performance (Herdatama et al., 2026; Kutty, 2006).

In Islamic law, the contract is understood differently from the Western tradition. Based on Sharia principles, the contract has sacred value and its execution is a moral-religious obligation. This is affirmed in Q.S. Al-Mā'idah (5:1) through the command "*awfū bi al-'uqūd*", which is the main foundation for the obligation to fulfill every agreement (Khaliq et al., 2024; Qadri, 1963).

This Qur'anic command affirms that every believer must fulfill the agreements they make. More broadly, this provision also legitimizes the authority of the state to regulate contracts to protect the public interest, such as health, welfare, security, and morality. Without these limitations, contracts have the potential to be misused to pressure other parties or harm the public. Therefore, a balance is needed between freedom of contract and the state's role in social protection. The *fuqaha* (Islamic jurists) then formulated the essential elements of a contract; if not met, the agreement does not receive legal recognition or enforcement (Haqqi, 2009; Riyanti, 2022).

Regarding the binding force of contracts, Wahberg affirms that in Islam, the principle of "*pacta sunt servanda*" is based on sacred value: every Muslim is obliged to keep their promises (Benhalim, 2024; Habachy, 1962). In the pre-Islamic Semitic tradition, Arab society associated contracts with divine entities, where the Ka'bah and idols served as witnesses and guarantors. After the advent of Islam, this concept was transferred entirely to Allah. This is reflected in Q.S. Al-Fath (48):10 and 18, which affirm that loyalty to the covenant is a form of loyalty to Allah, and fulfilling the promise will bring reward, while violation carries consequences for the perpetrator (Benhalim, 2024; Habachy, 1962).

Shaikh Ismail al-Jazaeri interprets these verses as universally applicable to all forms of agreements, as long as they do not contradict the Qur'an. This position is affirmed by the maxim "*al-'aqd sharī'at al-muta'āqidīn*" (the contract is the law of the contracting parties). Consequently, the contractual relationship in Sharia is viewed very strictly, thus rejecting the concept of "efficient breach". Every contractual obligation must be fulfilled unless it contradicts Sharia principles or public order in line with it (Herdatama et al., 2026; Kutty, 2006).

In Islamic law, the principle of "*pacta sunt servanda*" originates directly from divine command, not human construction. The maxim "*al-'aqd sharī'at al-muta'āqidīn*" affirms that the contract has a sacred position and must be obeyed by the parties, even in relationships with non-Muslims. This is emphasized by the Qur'anic command to fulfill agreements until their term ends. Thus, the doctrine of "*awfū bi al-'uqūd*" demands full respect for the contract, in line with the rule "*al-muslimūn 'inda shurūṭihim*" which requires the fulfillment of agreed-upon promises.

The principle of binding force and the imperative nature of an agreement are crucial elements in every legal system, both traditional and contemporary. Although the consequences of contractual obligations only bind the parties, in practice, legal construction is more shaped by contractual relationships than by general norms in legislation, such as the "Code Civil"/ *KUHPerdata*.

The Qur'an itself contains general normative provisions. The principle of freedom and binding force of contracts is reflected in provisions such as Article 1338 paragraph (1) of the *KUHPerdata*, and reinforced by rules such as "*al-'aqd sharī'at al-muta'āqidīn*", which affirms that contractual obligations arise from the agreement of the parties in various transactions that occur widely in everyday life (Benhalim, 2024; Habachy, 1962).

However, in Islamic law, the practical implications of this general norm differ significantly from the modern concept in three main aspects. First, the contract is not understood merely as a secular legal relationship between parties, but as part of a religious command; it is positioned as a sacred Sharia, so its execution is under the protection of religious norms as well as social sanctions.

Second, the contract in the Islamic legal system has a broader basis and is used more intensively than in modern systems. The absence of comprehensive positive regulations from the legislature makes the contract the main instrument for resolving various issues that in a secular system are usually regulated by general norms.

Third, the contract functions as an instrument of flexibility and adaptability of law to socio-economic dynamics. The development of contractual practices, jurisprudence, and recurring customs is recognized as a source of law in *fiqh*, thus allowing the legal system to remain responsive to change and avoid stagnation or rigidity.

CONCLUSION

Based on the above description, several conclusions can be formulated: first, within the framework of the freedom of contract/autonomy of will paradigm, an operational foundation is formed for the legal system in legitimizing the binding force and execution of contracts; second, the doctrine of sanctity of contract emerges as a main characteristic of classical contract law theory, which is directly rooted in the principle of freedom of contract. In Islamic law, the philosophical basis regarding the binding force of contracts originates directly from the Qur'an.

The form of reconstruction proposed by this study affirms that *pacta sunt servanda* must remain the cornerstone of contractual obligation, ensuring the predictability, stability, and legal certainty that modern transactional life demands. However, this principle must be embedded within a philosophical framework that recognizes good faith, propriety, balance, and substantive justice as constitutive values of contractual binding force. Across Civil Law, Common Law, and Islamic Law traditions, these values manifest differently in doctrine and application, yet they share a common normative purpose: to prevent the abuse of contractual freedom and to protect the weaker party from exploitation. This reconstructive framework represents not an abandonment of *pacta sunt servanda*, but its maturation into a principle sensitive to the demands of corrective justice in modern pluralistic legal systems.

This study is not without limitations. The analysis relies primarily on doctrinal and comparative legal methodology without empirical investigation of judicial decision-making patterns or contracting behavior. Future research is recommended to empirically examine how courts apply good faith and propriety as corrective instruments against the rigidity of *pacta sunt servanda*, and to explore codifying the reconstructed philosophical framework into positive legislative reform, particularly in the context of Indonesia's ongoing Civil Code revision. Comparative studies engaging additional non-Western legal traditions would further enrich the global dialogue on contractual justice.

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