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Inequality of Bargaining Power and Vitiated Consent in Agricultural Profit-Sharing Contracts (Towards Gender Responsive Civil Law Reform)

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Abstract:
Inequality of bargaining power remains a pervasive structural issue in agricultural profit-sharing agreements, frequently resulting in vitiated consent (*misbruik van omstandigheden*), particularly for female farmers. Despite their foundational role in agricultural production, female farmers often lack formalized land ownership, which serves as the primary capital and collateral in rural economies. This systemic disparity, compounded by the non-recognition of unmonetized reproductive labor, forces them into subordinate negotiating positions with landowners, where informal oral arrangements (*maro*, *mertelu*) systematically shift production costs and climate risks onto them. The primary objective of this study is to critically analyze the legal implications of unequal bargaining power and defective consent in agricultural contracts, while formulating a progressive framework for gender-responsive civil law reform. Employing a normative juridical method through statute and conceptual approaches, this research investigates contractual power dynamics by critically examining existing doctrinal principles through a feminist legal perspective. The findings indicate that prevalent informal profit-sharing practices systematically disadvantage female farmers. Their consent is compromised by economic necessity and structural dependency, fulfilling the criteria for undue influence under the law of obligations. Furthermore, the existing legal framework governing agricultural tenancy (Law No. 2 of 1960) fails to explicitly accommodate gendered vulnerabilities. Therefore, a comprehensive civil law reform is imperative. This reform must operate

through two pivotal mechanisms; encouraging progressive judicial intervention (*rechtsvinding*) to execute contractual adjustments based on the principle of proportionality, and institutionalizing standardized, gender-responsive written contracts at the regulatory and village levels to ensure substantive justice and tenure security for female farmers.

Keywords: Vitiated consent; bargaining power; profit-sharing contracts; gender responsive; civil law reform

Introduction

The agricultural landscape in Indonesia remains deeply entrenched in asymmetric power relations. This structural imbalance is vividly manifested in various contractual arrangements, most notably in agricultural profit-sharing agreements. From a sociological perspective, the division of labor and control over the means of production in rural areas systematically position women at the point of greatest vulnerability. Empirical realities demonstrate that women frequently assume the primary role of cultivators when male farmers are compelled to migrate or seek work in the forests. Beyond these immense physical contributions, women inherently possess fundamental rights concerning land ownership. For agrarian communities, land transcends its physical form as a mere inanimate object; it serves as the central capital for agricultural production to fulfill both subsistence and commercial needs, and ultimately functions as a crucial instrument for settling daily living debts to local financiers.

In practice, formal land titles frequently serve as the sole legitimate collateral for accessing financial credit and state-sponsored capital assistance. Consequently, land certificates act as both the linchpin of financial autonomy and the primary determinant of a woman's economic bargaining power. Unfortunately, this disparity in asset tenure remains deeply entrenched as an endemic structural flaw. To date, the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) has yet to release updated national aggregate data specifically detailing female land ownership rates. As a result, various national commissions and research institutions continue to

rely heavily on comparative data from the 2014–2019 period, which starkly illustrates the severe underrepresentation of women[1] registered as formal land rights holders. This reality is fundamentally rooted in discriminatory legal and customary practices within society, wherein the patriarchal system automatically legitimizes men as the lawful owners of family assets. This condition, in turn, severely undermines women's[2] civil rights over land ownership.

The systemic barriers women face in securing recognition for their civil rights directly diminish their bargaining position when entering into civil contracts. This vulnerability is further exacerbated by societal biases in defining the very concept of work. The scope of women's labor is frequently confined exclusively to productive activities that generate financial income (monetized). As highlighted in feminist legal discourse, when the issue of work is attributed to women, it is inevitably associated with income-generating activities outside the home. Consequently, there is a pervasive societal assumption that women performing reproductive and domestic tasks are "not working" simply because their labor remains unmonetized.[3] The blatant disregard for reproductive and domestic laborv which exhausts time and energy from dawn until midnight without any financial compensation has systematically institutionalized the economic marginalization of women.

This socio-economic marginalization gradually crystallizes into the root cause of pre-contractual inequality within the regime of the law of obligations. The principle of freedom of contract, enshrined in Article 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or KUHPerdata), inherently guarantees autonomy. However, this principle rests upon a legal fiction that presumes the contracting parties hold an equal

[1] Sulistyowati Irianto, ed., *Perempuan dan Hukum: Menuju Hukum yang Berperspektif Kesetaraan dan Keadilan* (Jakarta: Yayasan Obor Indonesia, 2006), 458.
[2] Irianto, *Ibid.*, 459.
[3] *Ibid.*, 473.

standing (*equilibrium*). This assumption immediately collapses into a mere illusion when confronted with the reality of landless female farmers whose double burden of labor is perpetually overlooked. The profound chasm between the dominant landowner (*Goliath*) and the powerless female cultivator (*David*) effectively forecloses any room for balanced negotiation. Consequently, women are cornered into a *take it or leave it* paradigm, compelling them to accept the dictated contractual clauses unconditionally.[4]

State mitigation efforts were initially set in motion through the enactment of Law No. 2 of 1960 on Profit-Sharing Agreements. Emerging during the dawn of agrarian reform, this legislation carried the explicit mission of eradicating exploitative practices by landowners to ensure an equitable distribution of yields. Nevertheless, after more than six decades of implementation, this legal instrument has become increasingly obsolete due to its inherently gender-blind nature, thereby failing to address the intricate structural inequalities that oppress female cultivators. A regulatory framework that merely offers equality on paper will never suffice to dismantle economic disparities, particularly when it is unaccompanied by the strengthening of human capital and substantive capacity building for disempowered groups.[5]

The impasse in the efficacy of formal law is acutely felt in the everyday practices of agricultural profit-sharing agreements, which are predominantly executed orally most notably through customary systems such as *maro* (a 50:50 yield split) or *mertelu* (a one-third to two-thirds division). Interpreted textually, the nomenclature of "profit-sharing" seemingly promises an egalitarian partnership characterized by a proportional distribution of both profits and risks. However, within a highly asymmetrical relational ecosystem, this narrative of partnership is frequently manipulated by landowners to shift the entirety of operational burdens and the risk of crop failure onto the shoulders of the cultivators.

[4] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2010), 2.
[5] Irianto, *Op.cit.*, 456.

Sociological realities document how female farmers are coerced into fronting the perpetually escalating costs of agricultural production, forcing them to scramble for capital loans from various sources merely to procure seeds, fertilizers, and pesticides. The true tragedy culminates when extreme weather or pest infestations devastate the fields a palpable crisis that has economically crippled female farmers in regions such as Indramayu, Pulau Buru, and Kuala Dua Village[6]. Under these circumstances, blind adherence to oral profit-sharing agreements compels female farmers to shoulder millions of rupiah in financial losses single-handedly, whereas the landowners remain entirely insulated from any risk exposure.

Consent extracted through the grip of such economic desperation perfectly meets the doctrinal criteria to be classified as a form of abuse of circumstances (*misbruik van omstandigheden*). Capital owners who extract profit by exploiting the dependency and assetlessness of female farmers fundamentally vitiate the foundational pillar of a valid agreement. The expression of consent granted by these women is by no means a reflection of free will; rather, it is a manifestation of structural resignation. Reflecting upon the paradigm shift in modern European contract law[7], private law is increasingly compelled to be highly attuned to structural injustices. Contract law can no longer remain compartmentalized from fundamental human rights values; instead, legal instruments are obligated to exert a horizontal effect to shield subordinate parties from exploitation. In essence, the principle of freedom of contract must never be weaponized as a legal facade to legitimize oppression.

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[6] Empirical evidence concerning the debt burden and operational risks of crop failure borne by female farmers in Indonesia is documented in several sociological reports, including: Purnama Ayu Rizky, "Perempuan Petani Indramayu di Tengah Cuaca Ekstrem dan Utang," Magdalene, January 26, 2026; and L. Mukadar, "Para Petani Perempuan Bertarung Nasib di Tengah Krisis Iklim," Mongabay Indonesia, December 17, 2023; as well as field research conducted by the Author in Kuala Dua Village on May 28, 2026.

[7] Chantal Mak, *Fundamental Rights in European Contract Law* (Alphen aan den Rijn: Kluwer Law International, 2008), 5–8.

Driven by these profound concerns, a critical evaluation of the legal validity of agricultural profit-sharing contracts assumes paramount urgency. Although scholarly discourse on asymmetric bargaining power has been sporadically explored for instance, by Hesselink[8] who examines *unfair terms* clauses within the commercial sphere, or the analyses by Siregar[9] and Pratama[10] concerning the evolution of vitiated consent within civil adjudication, the present study offers a distinct scholarly novelty. The *state of the art* of this research is anchored in an interdisciplinary intersection, synthesizing the rigid doctrines of the classical law of obligations (particularly Articles 1320, 1321, and 1343 of the Indonesian Civil Code) with the critical lens of feminist legal theory to examine the normative applicability and philosophical foundation of Law No. 2 of 1960.

Building upon this established research gap, the core inquiries of this study are distilled into two primary objectives: *first*, to unravel how unequal bargaining power precipitates vitiated consent within the tradition of agricultural profit-sharing agreements in Indonesia; and *second*, to design a framework for gender-responsive civil law reform aimed at operationalizing the doctrine of *misbruik van omstandigheden* as an instrument of affirmative protection for women.

To deconstruct these issues, the Author employs a normative juridical method, utilizing both a conceptual approach and a statute approach. The analysis relies heavily on secondary data, synthesizing primary legal materials (such as the Indonesian Civil Code and Law No. 2 of 1960) with secondary legal and non-legal materials including legal literature, prior journal articles, and institutional reports. By treating the documented agricultural

[8] Martijn W. Hesselink, "Unfair Terms in Contracts Between Businesses," *European Review of Private Law* 27, no. 3 (2019): 631–632.

[9] Mahmul Siregar, "Konsep Penyalahgunaan Keadaan dalam Hukum Kontrak Indonesia," *Jurnal Mimbar Hukum* 28, no. 1 (2016): 134–135.

[10] Aditya Pratama dan Rini Fidiyani, "Penyalahgunaan Keadaan (Misbruik van Omstandigheden) sebagai Alasan Pembatalan Perjanjian di Indonesia," *Jurnal Bina Mulia Hukum* 4, no. 2 (2020): 215–216.

crises as secondary legal facts, this research strives to propose a progressive formulation for reforming the law of obligations one that transcends a narrow orientation toward formal legal certainty to tangibly guarantee the realization of substantive justice within the agrarian sphere.

Dicussion

Deconstructing Vitiated Consent and the Limitations of Article 1321 of the Indonesian Civil Code in Agricultural Relations

The fundamental requirement for a valid contract, as mandated by Article 1320 of the Indonesian Civil Code, is the existence of consensus or mutual agreement between the parties. However, a textual and historical reading of Article 1321 reveals a highly rigid doctrinal limitation. The provision exhaustively recognizes only coercion (*dwang*), mistake (*dwaling*), and fraud (*bedrog*) as the parameters for vitiated consent (*wilsgebreke*). This formalistic approach has proven inadequate in capturing the essence of exploitation within modern civil relations, particularly in the agricultural sector. In contemporary contract law discourse, legal scholars concur that the classical doctrine of vitiated consent is no longer sufficient to protect economically subordinate parties.[11] The involvement of women in asymmetrical profit-sharing

[11] Within the modern private law landscape, as accommodated by Article 3:44 of the New Dutch Civil Code (NBW), the doctrine of abuse of circumstances (*misbruik van omstandigheden*) explicitly distinguishes between the abuse of psychological superiority and economic superiority (*economisch overwicht*). The abuse of economic superiority occurs when a party is compelled to agree to a detrimental contract due to an emergency, financial desperation, or structural dependency, which is then unilaterally exploited by the opposing party, such as a capital or land owner. The relevance of this protective doctrine aligns with the Principle of Equilibrium in Contract Law (*Evenwichtsbeginsel*) introduced in Indonesia by Herlien Budiono. She critiques the classical contract law dogma for overly glorifying the principle of freedom of contract (will theory), thereby often blinding itself to the realities of socio-economic inequality between the parties. The balance within a contract should not be measured merely by its formal appearance at the time of signing; rather, it must delve deeper into whether the formation of consent was

contracts is rarely driven by direct physical threats (as in the element of *dwang* or coercion), but rather stems from economic desperation and structural dependency that bind them.

This structural dependency is deeply rooted in the lack of control over land assets. For farming communities, land is not merely an immovable property, but rather the most essential means of production. It serves as the primary site for cultivating crops to sustain family livelihoods and achieve commercial goals, while simultaneously functioning as a medium of exchange to secure daily necessities from capital owners. From a legal perspective, formal proof of land rights frequently acts as the sole collateral available to access credit facilities or state-sponsored capital assistance. Consequently, land ownership is directly proportional to the economic independence and sense of empowerment of female farmers.[12] To date, the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) has yet to release updated national aggregate data regarding the ratio of female land ownership. Comparative data from the 2014–2019 period which remains the official reference for the National Commission on Violence Against Women (Komnas Perempuan) and various civil society research institutions consistently illustrates the starkly low number of women formally registered as legitimate land rights holders.[13]

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dictated by material pressures. If a subordinate party is forced to give consent due to economic hardship, the equilibrium of the contract is fundamentally disrupted, providing a solid legal basis for the contract to be annulled. See Herlien Budiono, *Ajaran Keseimbangan Hukum Perjanjian Indonesia: Kajian Sosial Hukum* (Bandung: Citra Aditya Bakti, 2015), hlm. 45-47.

[12] Carolina Astri, Septrina Frisca Tobing, and Dean Yulindra Affandi, "Kepemilikan Lahan dan Pemberdayaan Perempuan," WRI Indonesia, April 21, 2020, accessed July 10, 2026, https://wri-indonesia.org/id/wawasan/kepemilikan-lahan-dan-pemberdayaan-perempuan.

[13] Utari Putri, "Hak Perempuan dalam Reforma Agraria," National Commission on Human Rights of the Republic of Indonesia (Komnas HAM), accessed July 10, 2026, https://www.komnasham.go.id/hak-perempuan-dalam-reforma-agraria.

The lack of land control by women in this context is a product of customary and civil practices within society that remain inherently discriminatory. Patriarchal norms frequently presume men to be the sole owners of family wealth, which systematically excludes women's autonomy over land.[14] This disparity in access to and control over the means of production subsequently distorts women's bargaining position. Empirically, control over assets has proven to be the fundamental cornerstone for the autonomy of a legal subject. This correlation is distinctly evident in the phenomenon of the strengthening matrifocal pattern[15] among several Chinese-descent agrarian families in Bekasi. Legal literature notes that when women inherit or hold full control over agricultural land, they automatically transform into the epicenter of economic authority. This dominance of material capital enables them to break free from patriarchal subordination, granting them absolute freedom in making contractual decisions ranging from selecting tenant farmers and managing the production chain to executing the sale of crop yields to third parties.

Conversely, for the majority of landless female tenant farmers, they are compelled to enter negotiations with a severely compromised bargaining position. Under these circumstances, the principle of freedom of contract frequently reduces to a mere legal fiction. As critiqued by Agus Yudha Hernoko, the assumption of equal standing in a contract loses its relevance when confronting

[14] Sulistyowati Irianto, ed., *op.cit*., p. 459.

[15] Sociologically and anthropologically, the concept of matrifocality refers to a family structure in which the female figure (mother) occupies a central position as the primary authority, particularly in family and economic decision-making. In the context of agrarian societies, the strengthening of this matrifocal pattern demonstrates that when women possess actual control over assets (*land*), they automatically transform into the epicenter of economic control, enabling them to break free from patriarchal subordination. Further empirical studies regarding this phenomenon among Chinese-descent farming families in Bekasi can be found in Sulistyowati Irianto, ed., *op. cit*., p. 222.

an asymmetrical relationship.[16] Justice in modern contract law is fundamentally no longer measured by rigid mathematical equality; rather, it must be anchored in the proportional distribution of rights and obligations. Grounded in the principles of good faith and fairness (*redelijkheid en billijkheid*), the essence of mutual consent is to guarantee a rational distribution of risk burdens by considering the specific vulnerabilities of each party.[17]

In addition to the lack of assets, women's vulnerability in the pre-contractual phase is further exacerbated by the biased legal interpretation of the concept of work. Social constructs frequently reduce the definition of labor exclusively to public activities that yield direct financial compensation. The absence of legal recognition for the double burden namely, the unpaid reproductive and domestic labor borne by women to ensure family survival further obscures their actual contributions and deepens structural poverty. The consent granted by female farmers under the weight of such economic marginalization undeniably fulfills the qualifications for the doctrine of abuse of circumstances (*misbruik van omstandigheden*). Landowners who manipulate the economic desperation of tenant farmers to reap unilateral profits inherently violate the prerequisite of free consent.[18]

The practice of exploitation rooted in the abuse of circumstances is distinctly evident in traditional verbal profit-sharing agreements, such as the *maro* (50:50 distribution) or *mertelu* (one-third and two-thirds distribution) systems. Literally (*letterlijk*), the term profit-sharing connotes an egalitarian agrarian partnership, wherein profits and risks are equitably distributed.

[16] The positional disparity between the dominant land owner (Goliath) and the powerless tenant farmer (David) practically eliminates the space for balanced negotiations. The weaker party is merely presented with a *take it or leave it* scheme, compelling them to accept the contractual clauses out of sheer necessity (*taken for granted*). See Agus Yudha Hernoko, *op. cit.*, p. 2.

[17] *Ibid.*, p. 4.

[18] Elly Erawati dan Herlien Budiono, *Penjelasan Hukum tentang Kebatalan Perjanjian* (Jakarta: Nasional Legal Reform Program, 2010), p. 88-90.

However, substantive justice cannot be attained merely through a rigid textual reading. Article 1343 of the Indonesian Civil Code (KUHPerdata) provides a crucial guideline for judges: should the wording of an agreement give rise to ambiguity or potential injustice, legal interpretation must focus on ascertaining the true intent and purpose of the parties at the time the contract was formed, transcending its mere literal meaning.[19]

The application of Article 1343 of the Civil Code will reveal the reality that the true intent of landowners is frequently to shield themselves from agrarian risks.[20] Sociological realities demonstrate that female farmers are not only subjected to physical exploitation, but they are also saddled with the absolute obligation to secure capital loans to purchase seeds, fertilizers, and agrochemicals. This tragedy of injustice culminates during crop failure crises triggered by extreme weather anomalies or pest infestations as evidenced by the harrowing reality that has ensnared female farmers in Indramayu Regency and Buru Island in an abyss of debt amounting to tens of millions of rupiah. In such circumstances, blind adherence to the textual interpretation of profit-sharing contracts

[19] Ridwan Khairandy, *Iktikad Baik dalam Kebebasan Berkontrak* (Jakarta: Postgraduate Program of the Faculty of Law, Universitas Indonesia, 2004), p. 218.

[20] Agrarian risk in the context of agricultural contracts encompasses all forms of uncertainty, potential losses, and economic burdens inherently tied to the production process in the agricultural sector. These risks generally manifest through vulnerabilities to climate anomalies, extreme weather, pest infestations, initial price spikes for means of production (such as fertilizers and pesticides), and fluctuations in crop selling prices that remain beyond the producer's control. Within asymmetrical power relations, the burden of these agrarian risks is frequently shifted unilaterally; capital owners insulate themselves from potential losses, while tenant farmers are forced to bear the entire consequences of failure alone. An in-depth examination of the structure of vulnerability and the impact of agricultural modernization on rural structural poverty in Indonesia can be traced to Sajogyo in *Bunga Rampai Perekonomian Desa* (Jakarta: CV Rajawali, 1982); which was subsequently updated through sharp contemporary empirical analysis by Gunawan Wiradi, *Reforma Agraria: Perjalanan yang Belum Berakhir* (Jakarta: Consortium for Agrarian Reform, 2009), pp. 45–50.

ironically forces female tenant farmers to shoulder massive losses entirely on their own, while the landowners walk away completely unburdened. It is precisely this rigid legal interpretation that, in practice, legitimizes and perpetuates *misbruik van omstandigheden*.

The reality of such exploitation is vividly illustrated by the experiences of female tenant farmers in Indramayu Regency[21], West Java. Amidst the onslaught of extreme weather and climate anomalies, the entire financial burden of land recovery ranging from re-cultivation costs and seed purchases to agrochemicals, which can balloon to approximately IDR 34–40 million per hectare is borne exclusively by the female farmers themselves. In the event of total crop failure, these tens of millions of rupiah in losses must be shouldered alone, without a single cent of risk mitigation contributed by the landowner. This, in turn, deeply ensnares them in a vicious cycle of debt bondage. Even in scenarios of partially successful harvests, the net income remaining for the tenant farmers is a mere IDR 2–3 million per hectare a highly irrational figure when weighed against the immense physical exertion and capital they have risked.

A similar exploitative dynamic operates systemically on Buru Island[22], Maluku Province, where female farmers find themselves trapped in a dual crisis triggered by the impacts of climate change and oppressive contractual burdens. In this region, rice yields have plummeted drastically from a standard 5 (five) tons to a mere 1–2 tons per hectare due to massive pest infestations and seasonal unpredictability, all while the market prices for agricultural inputs continue to soar. Even though the entirety of agrarian risks and

[21] Purnama Ayu Rizky, "Perempuan Petani Indramayu di Tengah Cuaca Ekstrem dan Utang," Magdalene, January 26, 2026, https://magdalene.co/story/perempuan-petani-indramayu-cuaca-ekstrem-utang/.

[22] L. Mukadar, "Para Petani Perempuan Bertarung Nasib di Tengah Krisis Iklim," *Mongabay Indonesia*, December 17, 2023, https://mongabay.co.id/2023/12/17/para-petani-perempuan-bertarung-nasib-di-tengah-krisis-iklim-pulau-buru/.

production losses is borne exclusively by the tenant farmers, the regime of verbal agreements still dictates that they remit exorbitant rental fees or profit-sharing quotas to the capital-owning landlords. This multifaceted pressure not only devastates their economic resilience but has also crippled the mental health of these female farmers, who live in constant anxiety under the looming threat of debt and the loss of their livelihoods.

In stark contrast to the extreme debt bondage in Indramayu and Buru Island, the manifestation of this disparity can also take a far more subtle guise through informal social relations, as documented in previous literature regarding Kuala Dua Village, Kubu Raya Regency. In this region, the practice of verbal agreements anchored in informal social relations is conceptually illustrated in Kuala Dua Village[23], Sungai Raya District, Kubu Raya Regency. In this area, the management of a plot comprising approximately three parcels of land (each measuring 9 x 10 square meters) has been handed over by the landowner to a group of local women for rice cultivation, with a harvest cycle typically occurring twice a year. At first glance, this arrangement appears exempt from commercial entanglements, as the female tenant farmers are not formally burdened with monetary rent; rather, it is founded solely upon a verbal permission to cultivate.

However, beneath the absence of financial rent, a covert rental mechanism operates, cloaked in social obligation. As a form of reciprocity for the granted land access, the female tenant farmers persistently surrender a portion of their harvest to the landowner's entire family. This phenomenon underscores that although the verbal contract appears to be founded on social generosity, it fundamentally engenders an asymmetrical relationship. The entirety of labor, time, and production capital is exclusively borne by the female tenant farmers, while the

[23] The author's field observations in Kuala Dua Village, Sungai Raya District, Kubu Raya Regency, West Kalimantan, and interviews conducted by the author with a group of female tenant farmers in Kuala Dua Village, Sungai Raya District, Kubu Raya Regency, on May 29, 2026.

landowner reaps the harvest gratuitously, without bearing any agrarian risks whatsoever.

The continuum of empirical realities spanning Indramayu, Buru Island, and Kubu Raya ultimately converges on a single common thread: the consent granted by female tenant farmers is not a manifestation of free will, but rather a product of illusory compliance and economic desperation. Ironically, should legal institutions interpret a contract whether verbal or written solely through a formal-procedural lens, all such forms of covert exploitation would paradoxically be deemed valid and binding agreements. It is precisely this rigid, textual legal interpretation that, in practice, legitimizes and perpetuates *misbruik van omstandigheden*.

Based on this juridical construction, a paradigm shift within the national contract law regime is now an urgent imperative. The restrictive limitations of Article 1321 of the Indonesian Civil Code (KUHPerdata), ensnared in the fiction of formal equality, must no longer be permitted to perpetuate structural oppression in the agrarian sector. By shifting the orientation from textual certainty toward substantive justice, and by progressively applying the doctrine of *misbruik van omstandigheden*, civil law must transform from a mere instrument for legalizing transactions into an affirmative shield for vulnerable groups, particularly female tenant farmers.

Misbruik van Omstandigheden as a Means of Legal Protection

Contemporary contract law scholarship asserts that the absence of a legal subject's autonomy, induced by coercion and economic desperation, must be qualified as a form of abuse of circumstances (*misbruik van omstandigheden*).[24] Realities within the agrarian sector demonstrate that landowners frequently manipulate the vulnerable bargaining position of female tenant

[24] Oksidelfa Yanto, "Ketimpangan Posisi Tawar dalam Perjanjian Bagi Hasil Pertanian: Suatu Tinjauan Asas Kebebasan Berkontrak," Jurnal Hukum Ius Quia Iustum 27, no. 1 (2020): p. 104.

farmers to extract a disproportionate share of profits. Such manipulative conduct unequivocally violates the principle of propriety and the principle of good faith (*goede trouw*)[25] required in the performance of a contract, as mandated by Article 1338 paragraph (3) of the Indonesian Civil Code (KUHPerdata). In this context, the doctrine of *misbruik van omstandigheden* functions as a legal safeguard to scrutinize and ascertain whether an agreement particularly one emerging from asymmetrical power relations is substantively equitable, or if it is instead the product of structured exploitation.[26]

Agrarian profit-sharing contracts constructed through such manipulation of circumstances doctrinally suffer from a defect of consent (*wilsgebreke*) in the pre-contractual phase. The resulting juridical consequence is that the agreement is rendered voidable (*vernietigbaar*).[27] The interpretation of a defect of consent within the Indonesian civil law tradition historically refers to the rigid provision of Article 1321 of the Indonesian Civil Code (KUHPerdata), wherein the conditions and causes are strictly limited to coercion (*dwang*), fraud (*bedrog*), and mistake (*dwaling*).[28] However, with the evolving constellation of contractual relations, such textual limitation has proven inadequate to capture the phenomenon of pressure originating from economic distress.[29] Consequently, current jurisprudence and legal scholarship now expand the scope

[25] J. Nieuwenhuis, *Pokok-Pokok Hukum Perikatan*, terj. B. Arief Sidharta (Surabaya: Airlangga University Press, 1992), p. 42.
[26] Hukumonline. (2025, January 20). "Penyalahgunaan keadaan dalam hukum perjanjian." Hukumonline.com. https://www.hukumonline.com/berita/a/penyalahgunaan-keadaan-dalam-hukum-perjanjian-lt678e813731c32/.
[27] J. A. Medahalyusa, and A. Busro, "Akibat Hukum Pembatalan Perjanjian Yang Dibuat Atas Dasar Penyalahgunaan Keadaan," Notarius, vol. 16, no. 2, p. 631-647, Aug. 2023. https://doi.org/10.14710/nts.v16i2.38358.
[28] R. Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2001), p. 22.
[29] F. Windradi dan G. C. Setiono, "Misbuik van Omstandigeden Merupakan Bentuk Penyimpangan Terhadap Asas Kebebasan Berkontrak," *Jurnal Transparansi Hukum* 5, no. 1 (2022): p. 50.

of a defect of consent by recognizing abuse of circumstances as an independent, standalone fourth element.[30]

The application of *misbruik van omstandigheden* in the resolution of civil disputes in Indonesia is highly crucial, especially when confronted with marginalized legal subjects such as female tenant farmers. Essentially, abuse of circumstances occurs when one party knows or ought to reasonably suspect that the other party is binding themselves to an agreement due to special circumstances (*bijzondere omstandigheden*) such as an emergency, psychological dependency, inexperience, or financial weakness and the stronger party exploits those very circumstances to dictate detrimental terms.[31] Within the phenomenon of agricultural profit-sharing agreements such as the *maro* or *mertelu* systems, the landlessness experienced by female farmers creates a deep economic dependency on capital owners, which legally represents the fulfillment of the elements of *economisch overwicht* (economic superiority) on one side and a state of distress on the other..[32]

This state of dependency is further exacerbated by detrimental gender constructs that disproportionately disadvantage rural women. The double burden of labor[33], both

[30] A. C. Saputra, T. Farina, dan I. Januardy, "Penyalahgunaan Keadaan (Misbruik van Omstandigheden) sebagai Dasar Pembatalan Perjanjian: Analisis Yuridis dalam Perspektif KUHPerdata," Journal of Innovative and Creativity (Joecy) 5, no. 3 (2025): p. 36167–36175, https://doi.org/10.31004/joecy.v5i3.5577.

[31] H. Suhendar dan M. A. Athoillah, "Pertimbangan Hakim dalam Perkara Penyalahgunaan Keadaan (Misbruik van Omstandigheden)," Jurnal Yudisial 16, no. 2 (2023): p. 250–268, https://doi.org/10.29123/jy.v16i2.628.

[32] F. Windradi dan G. C. Setiono, "Misbuik van Omstandigeden Merupakan Bentuk Penyimpangan Terhadap Asas Kebebasan Berkontrak," *Jurnal Transparansi Hukum* 5, no. 1 (2022): p. 283, https://e-journal.unmas.ac.id/index.php/jhm/article/download/12970/9473.

[33] Ni Luh Sinta Yani and Luh Indrayani, "Keterlibatan Perempuan Dalam Sektor Pertanian Untuk Menunjang Kesejahteraan Keluarga Menurut Perspektif Feminisme (Studi Kasus Di Desa Songan, Bangli, Bali)," *Ekuitas: Jurnal Pendidikan Ekonomi* 9, no. 2 (2021): 262, 266-267, https://ejournal.undiksha.ac.id/index.php/EKU.

domestic and reproductive, frequently remains unquantified as a form of productive contribution within oral profit-sharing agreements[34] concluded with the landowners. Consequently, female cultivators are not only physically exploited in the agricultural fields but are also unilaterally burdened with the responsibility of bearing financial losses in the event of crop failure, even as their bargaining power has been paralyzed from the very outset (the pre-contractual phase). The consent granted by female farmers under these circumstances does not reflect a free and autonomous consensus; rather, it constitutes a sheer act of resignation accepted unquestionably (*taken for granted*) solely to secure the survival of their families[35].

This absence of free will fundamentally dismantles the essential foundation of the obligation itself. Article 1320 of the Indonesian Civil Code (*KUHPerdata*) stipulates the mutual consent of the binding parties as an indispensable prerequisite for a valid agreement. However, if such consensus is engineered through economic dominance, the contract becomes inherently defective from its inception (*ab initio*).[36] Judges presiding over civil adjudication[37] bear a moral and prescriptive obligation to unearth

[34] F. Windradi and G. C. Setiono, *op. cit.*, 285-287.

[35] The involvement of women is driven purely by economic exigencies to ensure family survival, without any corresponding alteration to their structural domestic roles: "In Ramban Kulon Village, one of the primary drivers of women's involvement in work as agricultural laborers is economic necessity. Due to unstable economic conditions, limited husbands' income, and increasing living costs, women in farming households feel compelled to help sustain the family economy." See Fasatin Nafisah, Martoyo, and Muhammad Faisol, "Dual Role Burden among Female Agricultural Laborers in Rural Indonesia," Academia Open 11, no. 1 (2026): 9, https://doi.org/10.21070/acopen.11.2026.13438.

[36] J. Satrio, Hukum Perikatan: Perikatan yang Lahir dari Perjanjian (Bandung: Citra Aditya Bakti, 1995), p. 58.

[37] Agus Yudha Hernoko, "Asas Proporsionalitas sebagai Landasan Pertukaran Hak dan Kewajiban Para Pihak dalam Kontrak Komersial," Jurnal Hukum dan Peradilan 5, no. 3 (2016): 447–466, https://www.jurnalhukumdanperadilan.org/jurnalhukumperadilan/article/download/32/44.

the living values of justice, rather than remaining rigidly tethered to the mere formalistic textual interpretation of agreements. The interpretation of Article 1338 of the Indonesian Civil Code (*KUHPerdata*) underscores that the principle of freedom of contract is neither absolute nor unbridled. On the contrary, such freedom is inherently circumscribed by the principles of propriety, custom, statutory law, and elevated to the paramount hierarchical position good faith (*bona fides*).

The application of *misbruik van omstandigheden* as a mechanism for legal protection can be realized through the recalibration of the parties' rights and obligations by judicial authorities, rather than the outright annulment of the entire agreement an action that could paradoxically jeopardize the livelihood of the cultivators. In instances where a profit-sharing clause is deemed grossly inequitable and unilaterally imposes the entirety of agrarian risks (such as pest infestations or extreme weather anomalies) upon female cultivators, judges possess the inherent authority to set aside or modify the offending clause based on the principle of proportionality. The principle of proportionality[38] serves as a rational substitute for the illusion of equal standing, thereby ensuring that the apportionment of labor burdens and the division of profits are commensurate with the

[38] The principle of proportionality is essential not only during the formation and execution phases of a contract but also assumes critical importance in dispute adjudication. Assessing the execution of an agreement cannot rely solely upon formalistic compliance; rather, the equitable apportionment of rights, obligations, and risks must imperatively be taken into account. Through this approach, the principle of proportionality serves as a safeguard to prevent any party from dominating or exploiting the vulnerabilities of another (*misbruik van omstandigheden*). Ultimately, the application of this principle seeks to foster a state of parity, guarantee legal certainty, and simultaneously deliver equitable protection for all parties involved. See Nadia Rohadatul Aisyi and Ferawati, "Penerapan Asas Proporsionalitas serta Upaya Perlindungan Hukum dalam Perjanjian Waralaba (Franchise)," *Journal of Innovative and Creativity* 6, no. 2 (2026): 45096–45108.

actual sacrifices and empirical vulnerabilities of each respective party.

Furthermore, the implementation of this concept finds its sociological and juridical underpinnings in the jurisprudence of vulnerable group protection, which is rapidly evolving within European jurisdictions and is being progressively incorporated into comparative civil law. In advanced jurisdictions, private contract law can no longer insulate itself from fundamental human rights. Weaker party protection[39] has evolved into a constitutive norm within the formation of obligations. European doctrines concerning *unfair terms*, which were previously confined to the protection of consumers or small enterprises, are now applied by analogy to safeguard subordinate positions in general civil contracts marked by information asymmetry and economic subordination.[40]

Within Indonesian legal discourse, the assimilation of this philosophy of vulnerable group protection is highly congruent with constitutional mandates and the principles of agrarian justice. The impasse of formal instruments such as Law No. 2 of 1960 on Profit-Sharing Agreements, which has remained conspicuously blind to gender dimensions for decades can solely be overcome through judicial boldness. Judges must operationalize the abuse of circumstances (*misbruik van omstandigheden*) as grounds for annulment anchored in pre-contractual unlawful acts (*onrechtmatige daad*). The courts are compelled to adopt a feminist legal lens to pierce the veil of legal objectivity that has historically been steeped in patriarchal bias[41], a paradigm wherein the

[39] Hannes Rösler, "Protection of the Weaker Party in European Contract Law: Standardized and Individual Inferiority in Multi-level Private Law," *European Review of Private Law* 18, no. 4 (2010): 729–756, https://doi.org/10.54648/erpl2010059.

[40] Martijn W. Hesselink, "Unfair Terms in Contracts Between Businesses," *European Review of Private Law* 27, no. 3 (2019): 635; see also Jan M. Smits, *Contract Law: A Comparative Introduction* (Cheltenham: Edward Elgar Publishing, 2017), 110.

[41] Huldiya Syamsiar and Abdurrohman, "Kesenjangan Upah Buruh Tani Perempuan Dengan Laki-laki (Problematika Kesetaraan Gender)," *Jurnal*

presumption of contractual equality systematically overlooks the silent suffering of women within the informal sector.

The classification of exploitative contracts as voidable (*vernietigbaar*) constitutes a concrete manifestation of restorative civil justice. In contrast to agreements that are null and void by operation of law (*nietig van rechtswege*) a doctrine targeting violations of public policy and good morals (Article 1337 of the Indonesian Civil Code) the legal regime of *vernietigbaarheid* confers a prerogative right upon, and thereby empowers, the aggrieved party (in this instance, the female cultivator). It enables them to petition the judicial panel for the restitution or reformation of the contractual terms. Consequently, the legal authority does not automatically sever the agrarian civil relations upon which these farmers may still depend for their survival. Instead, the State, functioning through its judicial institutions, intervenes by excising the perilous clauses surreptitiously embedded under the guise of the cultivators' informality and acute economic duress.

Ultimately, the implementation of the concept of *misbruik van omstandigheden* is not an endeavor to extinguish the essence of freedom of contract, which constitutes the bedrock of civil law. On the contrary, this intervention serves as a mechanism for the purification of free will itself. True freedom cannot genuinely materialize in the absence of adequate parity in bargaining power. By positioning *misbruik van omstandigheden* as a paramount instrument of legal protection, the national legal system affirmatively refuses to legitimize any form of structural oppression. Concurrently, it ensures that private autonomy is not weaponized to perpetuate the cycle of suffering and poverty that ensnares female farmers in rural Indonesia.

Reconstructing Gender Equitable Profit-Sharing Agreements

The recognition of the doctrine of *misbruik van omstandigheden* as an instrument for contract annulment

Masyarakat Maritim 4, no. 2 (2020): 82–85, https://doi.org/10.31629/jmm.v4i2.2855.

fundamentally addresses only the curative dimension of civil law enforcement. Remedial measures via judicial intervention, while crucial for restoring the rights of the aggrieved party, do not automatically eradicate the root causes of structural inequality that engender such exploitative contracts. Consequently, the discourse surrounding the law of agrarian obligations in Indonesia must advance toward a transformative phase: the reconstruction of the paradigm and substance of profit-sharing agreements to inherently integrate the values of gender equity and the principle of proportionality.[42] This reconstruction constitutes a dogmatic imperative, given that the law does not operate in a vacuum; rather, it functions amidst the sociological realities of an agrarian society that remains deeply entrenched in economic class stratification and patriarchal bias.

Within the positive legal framework, agricultural profit-sharing relations are governed by Law No. 2 of 1960 on Profit-Sharing Agreements (hereinafter referred to as the UUPBH). However, this legislation, enacted over six decades ago, has demonstrably stagnated in its capacity to respond to complex modern dynamics, particularly concerning the differentiation of roles and labor burdens between men and women within the informal sector.[43] The UUPBH is predicated upon the assumption of neutral and homogenous legal subjects, failing to account for the fact that female cultivators frequently enter the contractual arena encumbered by a double burden: landlessness (structural poverty) and social subordination. The failure of formal legal instruments to recognize these specific vulnerabilities paradoxically legitimizes exploitative practices under the umbrella of a narrowly construed principle of freedom of contract.[44]

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[42] Hernoko, Agus Yudha. (2010). *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial*. Jakarta: Kencana Prenada Media Group, hlm. 95

[43] Maria S. W. Sumardjono, *Kebijakan Pertanahan: Antara Regulasi dan Implementasi* (Jakarta: Penerbit Buku Kompas, 2001), 214–216.

[44] Herlien Budiono, *Asas Keseimbangan bagi Hukum Perjanjian Indonesia: Hukum Perjanjian Berlandaskan Asas-Asas Wigati Indonesia* (Bandung: Citra Aditya Bakti, 2015), 120.

1) The Deconstruction of the Traditional Contract Law Paradigm in Agrarian Relations

Traditional contract law theory, rooted in nineteenth-century liberalism, rests upon the postulate that every individual is a rational actor possessing full sovereignty over their own free will. Under this perspective, the state or judicial authorities are strictly prohibited from intervening in the substantive content of an agreement, provided that formal procedural consent has been satisfied.[45] The doctrine of *caveat emptor* (let the buyer or the binding party beware) has long dominated the mindset of judges adjudicating civil disputes. However, this paradigm becomes profoundly illusory when applied to agricultural profit-sharing arrangements such as *maro*, *mertelu*, or *mrapat* concluded between affluent capital owners and impoverished female peasant smallholders (*petani gurem*).

Criticism from the Feminist Legal Theory stream sharply dismantles this fiction of formal equality. Law, which claims to be objective and neutral, frequently acts as a representation of the experiences and interests of the dominant party.[46] When a female cultivator agrees to a 1-to-2 profit-sharing clause favoring the landowner while simultaneously bearing the entirety of production costs and the risk of crop failure, such an agreement is not a manifestation of freedom of choice, but rather the complete absence of any choice at all.[47] he pressure to meet the subsistence needs of her family strips the cultivator of her economic rationality, forcing her to submit to standardized unwritten terms that are hegemonically enforced by the rural social structure.

[45] Moch. Isnaeni, *Hukum Perikatan: Asas-Asas Hukum Kontrak Kontemporer* (Surabaya: Revka Petra Media, 2017), 58.
[46] Sulistyowati Irianto, ed., *Perempuan dan Hukum: Menuju Hukum yang Berperspektif Kesetaraan dan Keadilan* (Jakarta: Yayasan Obor Indonesia, 2006), 43–45.
[47] Martha Albertson Fineman, "The Vulnerable Subject: Anchoring Equality in the Human Condition," *Yale Journal of Law and Feminism* 20, no. 1 (2008): 15–18.

Reconstruction must begin by deconstructing the rigid dogma of *pacta sunt servanda*. Modern contract law frequently conceptualized through relational contract theory advances the view that a contract is not merely an isolated exchange of rights and obligations, but rather an ongoing web of social relations that must be anchored in solidarity and distributive justice.[48] From this perspective, the validity of an obligation is measured not merely by the presence or absence of a signature or an oral agreement, but rather by the extent to which the substance of the contract distributes burdens and benefits in an ethical and humane manner.

2) Reinterpretation of Freedom of Contract Through the Principle of Proportionality

The conceptual foundation for bridging freedom of contract with substantive justice lies in optimizing the principle of proportionality. Unlike the principle of mathematical equality, which divides rights and obligations in a strict 50:50 ratio, the principle of proportionality operates on the premise that the distribution of rights and obligations must be commensurate with the respective contributions, risks, and capacities of each party. Within the context of Indonesian contract law, this proportionality principle serves as the crystallization of the principle of good faith (*goede trouw*) enshrined in Article 1338 paragraph (3) of the Indonesian Civil Code (KUHPerdata), alongside the principle of propriety mandated in Article 1339 of the KUHPerdata.

For female tenant farmers, their contributions to the agrarian production process frequently transcend conventional mathematical calculations. They do not merely allocate physical labor in the fields such as hoeing, planting, weeding, and harvesting but also expend time intertwined with domestic care work, which ultimately impacts overall agricultural productivity. The principle of proportionality dictates that all forms of this invisible labor be

[48] Macneil, Ian R. (1980). The New Social Contract: An Inquiry into Modern Contractual Relations. New Haven: Yale University Press, hlm. 71-72.

capitalized and recognized as legitimate economic value in determining the profit-sharing percentages.

Furthermore, the application of the proportionality principle mandates a mechanism for the equitable allocation of risk. Traditional practices that impose the entirety of losses resulting from *force majeure* such as extreme droughts, planthopper infestations, or flash floods solely upon the tenant farmers constitute a legal anomaly that violates objective good faith. Landowners, who possess greater financial capacity and stronger economic resilience, are proportionally obligated to bear a substantial portion, or at the very least half, of the risks associated with crop failure. This is imperative considering that their legal relationship is not a mere land lease, but rather an agrarian joint venture.

3) Designing an Equitable Profit-Sharing Contract

As a concrete measure to actualize the legal paradigm shift from an exploitative framework to a proportional one, a reconstruction of the contract is imperative. To provide a systematic visualization, the comparison between the prevailing conventional contract structure and the newly proposed inclusive contract design is delineated in the following matrix:

Table 1. Comparison of Agrarian Profit-Sharing Contract Structures

Contractual Dimension	**Conventional Practice (*Landowner Dominance*)**	**New Contract Model (*Proportional and Gender-Responsive*)**
Form of Agreement	Oral, based on generational customs, resulting in extremely weak evidentiary value.	Written, and registered or at least acknowledged by the local village authority (*Village Head*).

Allocation of Production Costs	Exclusively borne by the tenant farmer, ranging from the purchase of seeds and fertilizers to agricultural equipment.	Jointly borne proportionally in accordance with the initial agreement (e.g., a 50:50 ratio, or the landowner assuming a larger portion).
Risk Allocation (*Crop Failure*)	All financial losses and debts for production inputs fall as the exclusive liability of the tenant farmer.	Risk is distributed. The landowner bears the loss on land yield, while the tenant's production debts are suspended or restructured without penalties.
Recognition of Reproductive Rights	Non-existent. A decline in productivity caused by pregnancy or domestic care burdens leads to unilateral termination of the tenancy.	Incorporation of a *grace period* clause. Farm work may be delegated to immediate family members without nullifying the primary tenant's legal status.
Yield Distribution (*Profit Sharing*)	Does not reflect actual working capital (frequently imposing a ratio of 1/3 for the tenant and 2/3 for the landowner).	Profit-sharing calculations account for all capital inputs, including the monetization of domestic labor, to materialize an equitable ratio.

The preceding matrix confirms that the law cannot adopt a passive stance by entirely deferring contractual arrangements to the parties when asymmetrical power relations exist. Modern civil law dictates the necessity of *procedural fairness* (equity within the

negotiation process) and *substantive fairness*[49] (equity regarding the actual contents of the contract).

The implementation of such a reconstructive contract model and the attainment of substantive justice will undoubtedly fail to operate optimally absent affirmative state intervention. Within the constellation of national contract law, the welfare state concept as mandated by Article 33 of the 1945 Constitution of the Republic of Indonesia imposes a constitutional obligation upon the government to intervene and rectify market failures that marginalize vulnerable groups. This intervention must not be construed as a co-optation of the freedom of civil rights; rather, it serves a facilitative and regulatory function to balance the asymmetrical standing of legal subjects.

At the judicial level, the effort to balance this necessitates progressive judicial intervention by civil court judges. When adjudicating cases of breach of contract or tort involving smallholder farmers and female tenants, judges must not remain merely passive and take refuge behind formal texts as the 'mouthpiece of the law' (*la bouche de la loi*). Judges are compelled to proactively engage in legal discovery (*rechtsvinding*) by employing teleological and sociological interpretation methods to

[49] Regarding Procedural Fairness (Procedural Unconscionability), Leff originally coined the term "bargaining naughtiness" (flaws in the bargaining process). This dimension exclusively scrutinizes how an agreement is formed. Within the context of this study, the absence of procedural fairness occurs when female farmers lack the space for equal negotiation, are compelled by asymmetrical power relations, and are bound merely by illusory oral agreements. As for Substantive Fairness (Substantive Unconscionability), Leff describes it as "evils in the resulting contract" (oppression embedded within the terms of the contract itself). This dimension examines the actual substance of the agreement. In the contractual matrix formulated by the author, the absence of substantive fairness is represented by production costs being entirely (100%) borne by the tenant, crop failure risks being assumed unilaterally, and the absolute lack of reproductive leave rights for female farmers. For further elucidation, see Arthur Allen Leff, "Unconscionability and the Code: The Emperor's New Clause," *University of Pennsylvania Law Review* 115, no. 4 (1967): pp. 487–488.

strike down contractual clauses indicating an abuse of circumstances. Ideally, this practice is executed through the mechanism of contractual adjustment based on the proportionality principle, rather than voiding the contract in its entirety, which inherently risks depriving the tenant of their access to a livelihood. At the legislative level, there is a pressing urgency to reformulate the Law on Profit-Sharing Agreements (UUPBH) or to enact derivative technical regulations at the level of Government Regulations (PP) or Regional Regulations (Perda) that codify a standard draft for inclusive agricultural contracts. This standardization does not aim to stifle local wisdom and variations, but purely to establish a minimum protection standard that is mandatory and non-derogable (*dwingend recht*). Furthermore, Village Regulations (Perdes) can also be optimized as the governance instruments most proximate to the sociological realities of the community to register all agrarian agreements, thereby ensuring that female farmers possess valid, authentic evidentiary instruments in the event of future disputes.

In conclusion, the reconstruction of profit-sharing agreements that incorporates gender justice and the proportionality principle is fundamentally a grand undertaking to uphold human dignity within the framework of contract law. Only through responsive legal instruments that unequivocally side with vulnerable groups can the ideals of genuine agrarian reform which emancipates women from the shackles of poverty and structural oppression be materialized into both the sociological and juridical realities of the Indonesian nation.

Conclusion

This study confirms that the postulate of freedom of contract within the agrarian landscape is frequently reduced to a legal fiction when confronted with power asymmetries. Traditional profit-sharing practices systematically exploit female tenant farmers, who are subordinated by structural poverty, landlessness, and a patriarchal bias that disregards their dual labor burden. Consent born out of economic desperation and the domination of

capital owners demonstrates that the rigid doctrinal limitations of Article 1321 of the Indonesian Civil Code (KUHPerdata) which confines defects of consent exclusively to duress, fraud, and mistake are no longer adequate to encapsulate the realities of civil exploitation in the modern era.

Therefore, acknowledging the abuse of circumstances (*misbruik van omstandigheden*) as an independent ground for vitiated consent (*wilsgebreke*) constitutes a fundamental doctrinal necessity. The absence of volitional autonomy during the pre-contractual phase invalidates the essential prerequisite of mutual agreement. As a legal consequence, such exploitative agrarian contracts are rendered voidable (*vernietigbaar*). The application of this doctrine does not seek to undermine the core principle of freedom of contract; rather, it serves to purify it. This ensures the principle is not manipulated as a legal shield by capital owners to unilaterally offload all operational burdens and agrarian risks such as crop failures onto vulnerable tenant farmers.

As a resolution, this article proposes a paradigm shift from procedural to substantive justice, anchored in two foundational pillars of legal reform. First, within the judicial sphere, civil judges are urged to prioritize judicial intervention through progressive legal reasoning (*rechtsvinding*). By optimizing the principle of proportionality, the judiciary is empowered to intervene through contractual adjustments. This approach aims to recalibrate oppressive clauses without necessitating the annulment of the entire agreement, which could otherwise sever the tenant farmers' access to their livelihoods.

Second, in the legislative and regulatory domains, there is a compelling need to reconstruct the architecture of sharecropping agreements to ensure they are gender-responsive. This transformation mandates the standardization of written contracts that equitably distribute capital obligations and risks. Furthermore, it requires the recognition of women's reproductive rights such as the provision of grace periods and the monetization of domestic labor within the crop-sharing calculation. Ideally, this progressive

framework should be accommodated through a comprehensive revision of Law Number 2 of 1960, complemented by grassroots-level implementing regulations, specifically through Village Regulations (*Peraturan Desa*).

Ultimately, overhauling the paradigm of agrarian contract law is fundamental to upholding the dignity of legal subjects. Through affirmative interventions by the state and the judiciary, national civil law instruments must be restored to their true essence. They should no longer serve merely as neutral rubber stamps that legitimize market transactions but rather stand as formidable shields that liberate female farmers from the shackles of hardship and structural poverty.

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