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Comparison of the Implementation of Good Faith in Indonesia, China, and Japan: Building Legal Harmonization

Fajar Rachmad Dwi Miarsa[1*], M. Zamroni[2], Kunihiko Yoshida[3]

[1,2,] Faculty of Law, Universitas Maarif Hasyim Latif, Sidoarjo, Indonesia.
[3,] Faculty of Law, Hokkaido University, Sapporo, Japan.

: fajar_rahmad@dosen.umaha.ac.id
Corresponding Author*

Abstract

Introduction: *The principle of good faith in contract law serves as a guiding principle for fairness, predictability, and trust in legal transactions. This principle, while universally recognized, finds varying interpretations and applications across different legal systems, reflecting the influence of their unique legal traditions, historical contexts, and legal cultures.*

Purposes of the Research: *The principle of good faith in contract law serves as a guiding principle for fairness, predictability, and trust in legal transactions. This principle, while universally recognized, finds varying interpretations and applications across different legal systems, reflecting the influence of their unique legal traditions, historical contexts, and legal cultures.*

Methods of the Research: *The research utilizes a multifaceted comparative legal research methodology. It combines doctrinal analysis of relevant legal provisions and case studies to illuminate the practical application of good faith in contract law. This approach goes beyond a mere textual analysis of legal provisions, providing a nuanced understanding of how good faith operates in practice within each jurisdiction.*

Results of the Research: *The analysis reveals significant variations in the application of the good faith principle across jurisdictions, reflecting the influence of different legal traditions, historical contexts, and legal cultures. The research will highlight specific examples of how good faith is interpreted and applied in each jurisdiction, highlighting its impact on contract formation, performance, and termination.*

Keywords: Good Faith; Contract Law; Comparative Law; Legal Systems.

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INTRODUCTION

In the era of increasingly complex globalization, good faith has become a fundamental principle in legal relations between countries. International trade, foreign investment, and increasingly intensive cooperation between countries demand a strong foundation to create a legal environment conducive to cooperation and economic growth. Good faith not only emphasizes honest, fair, and proper behavior, but also aims to build trust and avoid unnecessary conflicts. One of the basic principles that govern the formation and implementation of legal obligations is the principle of good faith.[1] In the context of increasingly complex legal relationships, the principle of good faith is the foundation of justice and compliance in the legal system.[2] This principle is becoming increasingly

[1] Cekli Setya Pratiwi, *Public International Law Basic Concepts, Norms and Case Studies* (UMMPress, 2024): 24.
[2] Ferdinand Fassa and Asmiyanti, *Dispute Resolution of the Construction of Das Sollen & Das Sein* (Jakarta: Podomoro University Press, 2024): 24.

important in creating a legal environment conducive to cooperation and economic growth. Therefore, understanding the concept and application of good faith in various legal systems in the world is very important to create legal harmonization at the regional and international levels.

Understanding the principle of good faith in various legal systems in the world is very important to create legal harmonization at the regional and international levels. This analysis focuses on analyzing and comparing the application of good faith principles in Indonesia, China, and Japan. These three countries have different legal systems, namely the continental legal system (Indonesia), the socialist legal system (China), and the mixed legal system (Japan). These differences in legal systems are expected to result in differences in the interpretation and application of the principle of good faith. Where disputes can arise from various reasons such as differences in contract interpretation, breach of contract, or disagreements between the parties involved.[3]

Good faith is a fundamental principle in law that underlies the relationship between individuals and between parties in a transaction. This principle reflects the intention and behavior that is honest, fair, and appropriate in carrying out legal actions. Good faith emphasizes the true will of the parties, not just the literal meaning of the words they use. A person who acts in good faith is expected not to deceive, harm, or violate the rights of others. The application of the principle of good faith is not only limited to the stage of contract implementation, but also important in the pre-contractual stage. This means that the parties are expected to act honestly and not hide important information that could influence the other party's decision to make an agreement.[4]

The application of the principle of good faith can be found in various fields of law, such as treaty law, civil law, and commercial law. This principle plays an important role in maintaining justice and legal certainty, as well as encouraging the creation of harmonious relations between parties. When a person acts in good faith, they show a commitment to the noble values that underlie the legal system, namely honesty, justice, and propriety. The principle of good faith must be emphasized even more, considering that this principle can be the main controller of the principle of freedom of contract, because both are contained in Article 1338 BW, although in reality whether or not there is a principle of good faith in contract disputes, it is the authority of the Judge.[5] In the Indonesian legal system, the principle of good faith plays an important role in creating a fair and harmonious legal relationship. This principle is not just an abstract concept, but is embodied in various laws and regulations.

One example is the Civil Code (KUHPerdata) which stipulates “honesty” and “worthiness” as a manifestation of the principle of good faith. Article 1338 of the Civil Code states that an agreement that is annulled due to fraud or mistake is an example of the application of the principle of good faith in civil law. This shows that good faith is not just an abstract concept, but is a principle that underlies the enactment and sustainability of legal relations in Indonesia. By applying the principle of good faith will increase trust between

[3] Muhammad Yasril Ananta Baharuddin, "The Role of Arbitration Law in National Business Dispute Resolution," *Journal of Notary Treatises* 5, no. 2 (2024): 310–20, https://doi.org/https://doi.org/10.29303/risalahkenotariatan.v5i2.209.

[4] Deviana Yuanitasari, "The Development of Treaty Law in the Implementation of the Principle of Good Faith at the Pre-Contractual Stage," *Acta Diurnal* 3, no. 2 (2020): 292–304, http://jurnal.fh.unpad.ac.id/index.php/acta/article/view/228/168.

[5] Fani Martiawan Kumara Putra, "The Urgency of Limitation or Control of the Principle of Freedom of Contract in Pre Project Selling Events," *Perspektif* 24, no. 1 (2019): 30, https://doi.org/10.30742/perspektif.v24i1.709.

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the parties, where this trust is the basis of a relationship. The stronger the trust between the parties, the stronger the binding power of the *Memorandum of Understanding* (MoU).[6]

China's legal system is rooted in the socialist legal tradition that emphasizes the role of the state in carrying out legal functions. The principle of good faith in the Chinese legal system is often associated with the concept of "诚实信用" (chéngshí xìnyòng) which means "honesty and trust". This principle underlies the legal relationship between individuals and individuals, individuals and organizations, and organizations and organizations. The Japanese legal system is a mixed legal system that takes elements from the continental legal system and the common law legal system. In the Japanese legal system, the principle of good faith is known as "善意" (zen'i) which means "good intention". This principle is often applied in various areas of law, including contract law, civil law, and business law.

Compared to the results of previous relevant research, such as studies that discussed the application of the principle of good faith in a particular legal system, this study presents a novelty by conducting a direct comparison of three fundamentally different legal systems—Indonesia (civil law), China (socialist law), and Japan (mixed legal system). This approach provides a more comprehensive perspective on how the principle of good faith is interpreted and applied in diverse legal contexts and influenced by the cultural and historical background of each country. Another novelty lies in the effort to identify the contribution of the principle of good faith to the development of legal harmonization at the international level, which is still rarely studied cross-border in the context of private law.

METHODS OF THE RESEARCH

This study uses a comparative law research method. The approach used is normative juridical. Research data was obtained through literature study, document analysis, and legal interpretation. Literature studies are conducted by collecting data from law books, scientific articles, and other written materials relevant to the theme of good faith in Indonesia, China, and Japan. Document analysis is carried out by examining and analyzing legal documents such as laws, government regulations, court decisions, and other official documents related to the concept of good faith in the three countries. Legal interpretation is carried out by analyzing and interpreting legal texts to understand the meaning and implications of the principle of good faith in the legal context of Indonesia, China, and Japan. Data analysis was carried out by comparing the concept of good faith in the three countries, identifying similarities and differences, and analyzing their implications for legal harmonization.

RESULTS AND DISCUSSION

A. Comparison of the Concept of Good Faith in Indonesia, China, and Japan

Although all three emphasize honest, fair, and proper behavior, the concept of good faith in these three countries has different nuances in its application, which is shaped by the legal system, cultural values, and history of each country. In Indonesia, *good faith* is more often interpreted as a general legal principle that is complementive, fills legal gaps and complements existing legal provisions. Its application often depends on the judge's interpretation and the context of the case. The influence of the culture of mutual cooperation and the principle of social justice also colored its implementation. However, the absence of

[6] Gede Nopta Ari Putra and I Made Dedy Priyanto, "The Principle of Good Faith in Strengthening the Binding Power of the Memorandum of Understanding," *Kertha Semaya* Journal 8, no. 3 (2020): 269–85.

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explicit codification can create legal uncertainty. The essence of the principle of good faith is permanent and cannot be changed, while its meaning changes along with the complex and changing legal awareness of society. The essence of the principle of good faith is honesty and propriety/justice, which includes values such as trust, transparency, autonomy, obedience, and freedom from coercion.[7]

Unlike Indonesia, China has a legal system that is more based on written rules. The concept of good faith (诚实信用, chéngshí xìnyòng) is applied more explicitly in commercial agreements and transactions, often explicitly stated in contracts. Although there is an influence of Confucian values that emphasize honesty and harmony, its application is still based on written legal rules. Chinese courts tend to be more formal in interpreting and applying this concept. The concept of good faith in China's contract law plays an important role in ensuring that transactions are carried out with honesty and integrity. Despite the challenges in its application, this principle remains an important cornerstone in China's legal system, which sets it apart from several other legal systems. Chinese courts tend to be more formal in interpreting and applying this concept, ensuring that all parties to the contract adhere to the set standards of good faith.[8]

Japan, with a culture that emphasizes harmonious relationships and trust (信頼関係, shinrai kankei), has a more nuanced approach to good faith (善意, zen'i). This concept is often considered in the context of long-term relationships and trust between parties. Despite the relevant legal regulations, the application of good faith is often based on social norms and business ethics. Mediation and negotiation are often used to resolve disputes, with an emphasis on restoring relationships rather than just strictly applying the law. In business relationships, trust and commitment are key elements influenced by national culture, which affects the way information is shared and problems are resolved.[9]

In summary, while all three prioritize honesty and fairness, the implementation of good faith in Indonesia, China, and Japan differs significantly because it is influenced by different legal systems, varied interpretations of laws, and unique cultural values in each country. This comparison shows the complexity of applying universal international legal principles in different cultural contexts. This principle is also used as a measure to prevent business disputes, by ensuring that the terms and obligations in the contract are formulated in a balanced manner.[10]

a. The Concept of Good Faith in Indonesia

In the Indonesian legal system, the principle of good faith is known as "honesty" and "worthiness." This concept is enshrined in Article 1338 of the Civil Code which states that agreements made with fraud or mistakes can be canceled. This principle is also stated in various other laws and regulations, such as in Commercial Law, Civil Procedure Law, and Criminal Law.

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[7] Barnabas Dumas Manery, "The Meaning and Function of Good Faith in Construction Work Contracts," *Sasi* 23, no. 2 (2018): 147, https://doi.org/10.47268/sasi.v23i2.101.

[8] Ewan McKendrick and Qaio Liu, "Good Faith in Contract Performance in the Chinese and Common Laws," in *Chinese Contract Law: Civil and Common Law Perspectives*, ed. Larry A DiMatteo and Chen Lei (Cambridge: Cambridge University Press, 2017), 44–71, https://doi.org/DOI: 10.1017/9781316816912.005.

[9] David A Griffith, Matthew B Myers, and Michael G Harvey, "An Investigation of National Culture's Influence on Relationship and Knowledge Resources in Interorganizational Relationships between Japan and the United States," *Journal of International Marketing* 14, no. 3 (September 1, 2006): 1–32, https://doi.org/10.1509/jimk.14.3.1.

[10] Elisabeth Nurhaini Butarbutar, "Implementation of Good Faith Principle as an Efforts to Prevent the Business Disputes," *Journal of Advanced Research in Law and Economics* 11, no. 4 (2020): 1131–36, https://doi.org/https://doi.org/10.14505//jarle.v11.4(50).07.

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The application of good faith in Indonesia tends to emphasize more aspects of formality and balance of interests. This concept has a formalistic feel and is sometimes less flexible in its application. Its application tends to be formalistic and less flexible, which can lead to legal uncertainty.[11] Although Article 1338 of the Civil Code is the main reference, the application of good faith in Indonesia is not always easy and sometimes gives rise to various interpretations. The unclear explicit definition leads to a high degree of flexibility in its application, depending on the context of the case and the judge's interpretation. This has the potential to cause legal uncertainty, especially for business actors who need certainty in carrying out their business activities.[12]

The role of judges in interpreting and applying the principle of good faith is very crucial. The court decision is a precedent that can affect the application of this principle in similar cases in the future. However, the variation of decisions in various courts in Indonesia shows the complexity and challenges in achieving consistency in the application of good faith. This is due to the lack of clear benchmarks to assess whether the agreement was carried out in good faith and fairness.[13] The influence of culture and customs also gives its own color in the application of good faith in Indonesia. The values of justice, deliberation, and mutual cooperation are often considered in dispute resolution, although they are not always explicitly stated in laws and regulations. This creates a dynamic legal system, but it is also susceptible to subjectivity and different interpretations.[14]

In the context of agreement law, good faith requires the parties to act honestly and reasonably in the process of negotiating, making, and implementing agreements.[15] Violation of this principle may result in the cancellation of the agreement or the demand for compensation. However, proving a violation of good faith is often a challenge in itself, because it requires strong and convincing evidence.mThe difference between "good faith" and "wrong" often leads to confusion. Mistake (dwaling) is one of the bases for the cancellation of an agreement, while good faith is a general principle that underlies the entire legal relationship. Although the two are interrelated, they have different scopes and implications.

Legal developments in Indonesia show that there are efforts to increase legal certainty related to good faith. Several new laws and regulations try to provide a clearer definition and more specific criteria in the application of this principle. However, this process requires time and continuity to achieve optimal results. The principle of good faith is applied in the entire contract process, including negotiation, drafting, implementation, and dissolution of the contract. This is important to protect the parties involved from losses.[16]

The role of alternative dispute resolution institutions, such as mediation and arbitration, is increasingly important in resolving disputes involving the principle of good faith. These

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[11] Fajar Rachmad Dwi Miarsa et al., "Comparative Study of the Good Faith Concept Between Indonesia and the Netherlands in Civil Law," *Journal of Court and Justice* 3, no. 1 (2024): 1–17, https://doi.org/10.56943/jcj.v3i1.481.

[12] Meydora Cahya Nugrahenti and Ari Hernawan, "Good Faith Principle in Indonesian Contract Law: How to Set the Definition and Its Benchmarks," *Journal of Infrastructure, Policy and Development* 8, no. 10 (2024): 1–16, https://doi.org/10.24294/jipd.v8i10.7358.

[13] Lego Karjoko and Makhabbat Ramazanova, "' Good Faith ' in Land Transaction : A Comparative Analysis of the USA and Netherlands Law," *Journal of Sustainable Development and Regulatory Issues (JSDERI)* 2, no. 3 (2024): 185–208, https://doi.org/10.53955/jsderi.v2i3.49.

[14] Sulaksono, "Legal Culture Deconstruction in Indonesian Legal System," *Journal Of Law Theory And Law Enforcement* 2, no. 1 (2023): 1–10, https://doi.org/10.56943/jlte.v2i1.227.

[15] Nugrahenti and Hernawan, "Good Faith Principle in Indonesian Contract Law: How to Set the Definition and Its Benchmarks."

[16] Alpian Mega Nugraha et al., "Implementation of Good Faith Principles in Trade Contracts in Indonesia," *Journal of Social Research* 3, no. 9 (2024): 1–7, https://doi.org/10.55324/josr.v3i9.2201.

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methods offer greater flexibility and efficiency compared to litigation channels in court. Mediation and arbitration are known to be faster and more cost-effective than traditional litigation. This process allows for the active participation of the disputing parties to find a mutually beneficial solution.[17]

The application of good faith in international business transactions also has its own challenges. Cultural differences and legal systems between countries can give rise to different interpretations of this principle. Therefore, it is important for business people to understand and consider the cultural and legal context that applies in each country. The principle of good faith is often interpreted differently in different legal and cultural contexts. For example, in international investment law, this principle is used both as a substantive and procedural standard, and can influence arbitral decisions.[18] In the context of intellectual property law, the principle of good faith plays a role in preventing dishonest and inappropriate actions, such as trademark counterfeiting or copyright infringement. The application of this principle is aimed at protecting the rights of intellectual property owners and creating a healthy business competition climate.[19]

The principle of good faith also plays an important role in business competition law. Actions that violate this principle, such as monopolies or unfair business competition practices, may be subject to sanctions. The goal is to ensure a competitive market and protect the interests of consumers. The principle of good faith also plays an important role in business competition law. Actions that violate this principle, such as monopolies or unfair business competition practices, may be subject to sanctions. The goal is to ensure a competitive market and protect the interests of consumers.[20] The use of information and communication technology also affects the application of the principle of good faith. Electronic transactions require mechanisms that ensure security and trust in transactions. The principle of good faith plays an important role in building this trust. The principle of good faith is a key element in building trust between sellers and buyers in electronic transactions. Without good faith, transaction security can be threatened, given the potential for information asymmetry and fraud in online transactions.[21]

Legal education and legal awareness of the community still need to be improved to ensure the effective implementation of good faith. A good understanding of this principle is essential for all parties involved in legal relationships, both individuals and legal entities. The principle of good faith is the basis of the intellectual property legal framework, playing an important role in upholding legal justice and encouraging innovation. Strengthening this principle can improve the quality of intellectual property rights and encourage economic and social development.[22] The development of legislation in the future is expected to

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[17] Naser Sherman and Bashar Talal Momani, "Alternative Dispute Resolution: Mediation as a Model," *F1000Research* 13 (2024): 778, https://doi.org/10.12688/f1000research.152362.1.

[18] Sanja Djajić, "Good Faith in International Investment Law and Policy BT - Handbook of International Investment Law and Policy," ed. Julien Chaisse, Leïla Choukroune, and Sufian Jusoh (Singapore: Springer Singapore, 2020), 1–34, https://doi.org/10.1007/978-981-13-5744-2_115-1.

[19] Fahmi Anugraha, "Legal Protection for Trademark Rights Holders is Associated with the Principle of Good Faith in the Trademark Registration Process," *Journal of Somasi (Social Humanities Communication)* 1, no. 1 (2020): 68–83, https://doi.org/10.53695/js.v1i1.33.

[20] Talya Ucaryilmaz, "Morality in Competition Law: The Culture of Honesty and Trust in Consumer Protection," *Athens Journal of Law* 7, no. 2 (2021): 189–210, https://doi.org/10.30958/ajl.7-2-4.

[21] Merlinda Tri Purwani and Suraji Suraji, "Accountability in the Application of the Principle of Good Faith in Online Transactions as an Effort to Protect Consumers," *Execution: Journal of State Law and Administration* 2, no. 2 (2024): 220–29, https://doi.org/10.55606/eksekusi.v2i2.1113.

[22] Heung-Sun Lim, "A Study on the Protection of Personal Rights in the Digital Age," *The Journal of Next-Generation Convergence Technology Association* 5, no. 6 (2021): 1246–53, https://doi.org/10.33097/jncta.2021.05.06.1246.

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provide higher legal certainty related to good faith. Setting clearer standards and criteria can reduce differing interpretations and improve the efficiency of law enforcement.

Research and comparative studies on the application of good faith in various countries can provide valuable insights for the improvement of the legal system in Indonesia. Comparison with the legal system in other countries can provide a useful reference in developing good faith law in Indonesia. The principle of good faith is an important element in the contract legal system in various countries, both adhering to the Common Law and Civil Law legal systems. In Indonesia, the application of this principle in treaty law still focuses on the performance of contracts, while the pre-contract stage has not been fully recognized.[23] On the other hand, in countries with a civil law legal system, such as the Netherlands, the principle of good faith is strongly emphasized even from the contract negotiation stage.[24]

Cooperation between government agencies and professional organizations is very important to ensure uniformity and consistency in the application of the principle of good faith. Effective coordination can reduce legal uncertainty and increase certainty for business actors. The principle of good faith is one of the fundamental principles in international law and is recognized in various contexts, including in international agreements and cooperation between countries.[25] This principle is also applied in profit-sharing contracts in Indonesia, where its application is expected to create justice for business actors and encourage investment development.[26] The importance of the role of legal education and community legal awareness cannot be ignored. With a better understanding of the principle of good faith, it is hoped that the community can be more responsible in carrying out legal relations and create a fairer and more harmonious legal environment.

A holistic and comprehensive approach is needed to develop and apply the principles of good faith in Indonesia. This includes harmonization of laws and regulations, improving the quality of law enforcement, and increasing legal awareness in the community. Thus, even though it has been enshrined in various laws and regulations, the implementation of good faith in Indonesia still requires improvement and increased consistency to achieve more optimal legal certainty.

b. The Concept of Good Faith in China

In the Chinese legal system, the concept of good faith is known as "诚实信用" (*chéngshí xìnyòng*) which means "honesty and trust". This concept emphasizes the social and ethical aspects in legal relations. Good faith in China's legal system is more flexible and adapts to the existing social context.[27] Although translated as "honesty and trust," "*chéngshí xìnyòng*" goes beyond the simple sense of individual honesty. The concept encapsulates the deep social and ethical values in Chinese culture, reflecting the ideal harmonious and mutually trusting relationship in social and economic interactions. This is not just a legal principle,

[23] Rizky Febri Dewanti and Yudho Taruno Muryanto, "The Application of Good Faith Principle of Precontract in Common Law and Civil Law Contry," *Research, Society and Development* 10, no. 16 (2021): 1–8.

[24] Miarsa et al., "Comparative Study of the Good Faith Concept Between Indonesia and the Netherlands in Civil Law."

[25] Michel Virally, "Review Essay: Good Faith in Public International Law," *American Journal of International Law* 77, no. 1 (1983): 130–34, https://doi.org/DOI: 10.1017/S0002930000205071.

[26] Szyva Silviana Putri, Gunardi Lie, and Moody Rizqy Syailendra Putra, "The Urgency of Good Faith Principles in Production Sharing Cooperation Contracts with the Gross Split System," *QISTINA: Jurnal Multidisiplin Indonesia* 2, no. 1 (2023): 462–66, https://doi.org/10.57235/qistina.v2i1.519.

[27] Simona Novaretti, "General Clauses and Practice: The Use of the Principle of Good Faith in the Decisions of Chinese Courts," *European Review of Private Law* 18, no. 5 (2010): 953–1049.

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but also a social norm that influences how business transactions and legal relationships are conducted.[28]

The influence of Confucian philosophy is very evident in the application of chéngshí xìnyòng. The moral principles of Confucianism, such as honesty, justice, and social harmonization, create a strong ethical foundation for chéngshí xìnyòng.[29] These values emphasize the importance of long-term relationships, trust, and mutual respect in various aspects of life, including in legal relationships.

The application of chéngshí xìnyòng is often seen in the practice of negotiation and dispute resolution. The negotiation process takes precedence over litigation, with an emphasis on agreement and the maintenance of harmonious relationships. Mediation and arbitration are often used as alternative dispute resolution that are more flexible and efficient.[30] The Chinese legal system, which evolved from the traditional legal system and the influence of the socialist legal system, integrated *chéngshí xìnyòng* into various regulations and laws.[31] Although not always explicitly defined, this principle serves as a guideline in the interpretation and application of the law.

The role of judges and courts in implementing *chéngshí xìnyòng* is quite significant. Judges not only consider the legal aspects formally, but also consider the social and ethical context in making decisions.[32] Court decisions often reflect efforts to achieve justice and harmony in relations between the parties. However, flexibility in applying *chéngshí xìnyòng* can also create legal uncertainty. Different interpretations may arise depending on the judge and the context of the case. This requires the parties involved in legal relations to understand the social values and norms underlying this principle.

China's rapid economic development has affected the implementation of *chéngshí xìnyòng*. The increase in business transactions between companies and internationally demands higher standards and legal certainty. Therefore, efforts to clarify the definition and criteria of the application *of chéngshí xìnyòng* are increasingly needed. In commercial contracts, the principle *of chéngshí xìnyòng* is often explicitly stated to avoid misunderstandings and disputes.[33] Clear and complete contractual terms are essential to creating fair and transparent business relationships. The development of law in China shows an effort to integrate the principle of *chéngshí xìnyòng* more systematically into the legal system. New laws and regulations are gradually trying to provide clearer guidelines on the application of these principles.

The role of alternative dispute resolution institutions (LAPS) is increasingly important in handling disputes involving *chéngshí xìnyòng*. Mediation and arbitration offer a more efficient and flexible alternative compared to litigation in court.[34] In the context of consumer

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[28] Chunlin Leonhard, "A Legal Chameleon: An Examination of the Doctrine of Good Faith in Chinese and American Contract Law," *Conn. J. Int'l L.* 25 (2009): 305.

[29] Dewi Hartati, "Confucianism in Modern Chinese Culture," *Paradigm, Journal of Cultural Studies* 2, no. 2 (2016): 174, https://doi.org/10.17510/paradigma.v2i2.25.

[30] Rakhbir Singh and Atik Winanti, "The Application of Chinese Law in International Business Dispute Resolution: A Case Study on Contract Agreements Between States," *Civilia: Journal of Legal Studies and Citizenship Education* 2, no. 4 (2023): 1–23.

[31] Pitman B Potter, "The Chinese Legal System: Continuing Commitment to the Primacy of State Power," *The China Quarterly* 159 (1999): 673–83, https://doi.org/DOI: 10.1017/S0305741000003428.

[32] Leonhard, "A Legal Chameleon: An Examination of the Doctrine of Good Faith in Chinese and American Contract Law."

[33] Robert Grosse, Jonas Gamso, and Roy C. Nelson, "China's Rise, World Order, and the Implications for International Business," *Management International Review* 61, no. 1 (2021): 1–26, https://doi.org/10.1007/s11575-020-00433-8.

[34] Vanessa L Fong, "Modernization as Lived Experiences: Three Generations of Young Men and Women in China Fengshu Liu London and New York: Routledge, 2020 242 Pp. £22.59 ISBN 978-1-315-44124-5 (e-Book)," *The China Quarterly* 246 (2021): 623–25, https://doi.org/DOI: 10.1017/S0305741021000369.

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protection, *chéngshí xìnyòng* plays an important role in ensuring fair and transparent business practices. Business actors are expected to act honestly and reasonably in interacting with consumers.

The development of community legal awareness is one of the key factors to implement *chéngshí xìnyòng* effectively. Legal education and socialization about this principle are very important to improve public understanding and compliance. The relationship between chéngshí xìnyòng and covenant law is very close. Agreements made without good faith may be canceled or deemed invalid. Therefore, the parties are expected to negotiate and make agreements with the principles of honesty and trust.

The application of *chéngshí xìnyòng* in international business transactions has its own challenges. Cultural differences and legal systems between countries can give rise to different interpretations of this principle. Therefore, it is important for business people to understand the cultural and legal context that applies. In the context of financial law, *chéngshí xìnyòng* plays an important role in ensuring stability and trust in the financial system. Financial institutions are expected to act honestly and transparently in conducting transactions and managing funds. The development of information and communication technology also affects the application of chéngshí xìnyòng. Electronic transactions require a mechanism that guarantees security and trust in transactions. The principle of chéngshí xìnyòng plays an important role in building this belief.

Overall, *chéngshí xìnyòng* in China is not only a legal principle but also a reflection of deep social and ethical values. Its flexible implementation has its own challenges, but it also demonstrates the ability of China's legal system to adapt to social and economic developments. Since 1979, China has undergone a significant legal transformation along with the transition from a planned economy to a socialist market economy. These transformations affect the structure of society, behavioral patterns, as well as the political and legal realms, demonstrating the adaptation of the legal system to economic and social changes.[35] The development of legislation and continuous legal education is essential to improve legal certainty and create a fair and harmonious business environment.

c. The Concept of Good Faith in Japan

The Japanese legal system recognizes the concept of good faith with the term "善意" (*zen'i*) which means "good intention". The concept of good faith in Japan emphasizes the aspect of balancing interests and justice in legal relations. This approach results in a more practical interpretation and prioritizes *a win-win solution*. Although translated as "good intentions," "zen'i" is much more complex than just subjective good intentions. Zen'i is a principle inherent in Japanese culture, emphasizing the importance of harmonious relationships, trust (shinrai), and social responsibility. It is a combination of legal principles and profound social norms. The application of zen'i is highly dependent on the context of the case and the relationship between the parties. Japanese courts focus more on fair dispute resolution and balancing the interests of all parties, often with a more medial than adversarial approach.

[35] Cai Dingjian, "Development of the Chinese Legal System since 1979 and Its Current Crisis and Transformation," *Cultural Dynamics* 11, no. 2 (1999): 135–66, https://doi.org/10.1177/092137409901100202.

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Japanese culture that emphasizes consensus and harmonization plays a major role in the implementation of zen'i.[36] The disputing parties are usually encouraged to seek a common solution through negotiation or mediation before considering litigation in court. The role of long-term relationships is very important in the context of zen'i. Trust between parties is built over time and forms the basis for business interactions and legal relationships. Violations of this trust can have significant consequences, even exceeding the formal legal repercussions.

Although zen'i is not always explicitly defined in law, this principle is constantly used by courts to interpret and apply the law. Court decisions often consider social and ethical factors in addition to applicable law. The use of zen'i in treaty law emphasizes the importance of fair and transparent negotiations. The parties are expected to negotiate in good faith and avoid actions that can harm the other party.

In the context of business law, zen'i has an important role in creating a healthy and competitive business climate. Companies are expected to compete in a fair manner and not harm others. However, flexibility in implementing zen'i can also create legal uncertainty. Different interpretations may arise depending on the judge and the context of the case. This requires the parties involved in legal relations to understand the social values and norms underlying this principle.

The role of mediation and arbitration is increasingly important in the resolution of disputes involving zen'i. This alternative method of dispute resolution offers greater flexibility and efficiency compared to litigation in court. In the context of employment relations, zen'i emphasizes the importance of cooperation and mutual respect between employers and employees. Harmonious working relationships are considered very important for the success of the company.

The use of zen'i in financial law emphasizes the importance of transparency and trust in financial transactions. Financial institutions are expected to act honestly and responsibly in managing customer funds. The development of information and communication technology also affects the application of zen'i. Electronic transactions require a mechanism that guarantees security and trust in transactions. The principle of zen'i plays an important role in building this trust.

Zen'i also plays an important role in intellectual property law. Companies are expected to respect the intellectual property rights of others and not take actions that could harm them. In the context of business competition law, zen'i emphasizes the importance of fair competition and not cheating. Companies are expected to compete in a way that does not harm consumers or other competitors.

The application of zen'i in civil law emphasizes the importance of justice and balance of interests in legal relationships. Judges are expected to make a fair verdict and balance the interests of all parties. The importance of legal education and legal awareness of the community cannot be ignored. With a better understanding of the principles of zen'i, it is hoped that the community can be more responsible in carrying out legal relations and create a fairer and more harmonious legal environment. In conclusion, zen'i in Japan is more than just "good intentions". It is a legal principle that is closely intertwined with Japanese culture

[36] Arunoday Saha, "Culture and the Development of Technology in Japan," *Technology in Society* 16 (1994): 225–41, https://doi.org/10.1016/0160-791X(94)90030-2.

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and social values, emphasizing harmony, trust, and balance of interests. Although its application is flexible and context-dependent, zen'i plays an important role in creating a fair, effective, and solution-oriented legal system.

B. Differences in Nuances in the Application of Good Faith

A comparison of the application of good faith in Indonesia, China, and Japan in the context of building legal harmonization reveals nuances that reflect the influence of local culture, law, and values. In Indonesia, good faith is mainly emphasized in contract and civil law, reflected in the Law on Commercial Contracts and Contracts and implemented in cases that emphasize honesty and fairness. In China, a similar concept known as "Chengxin" or "Honesty and Trustworthiness", is integrated in contract and business law with the government increasingly emphasizing good faith to increase trust in trade. Meanwhile, Japan describes good faith as "Gimu" or "Moral Obligation", which underlies a strong business culture and emphasizes ethical aspects in transactions. Through understanding these differences, research can explore how good faith is integrated in the legal system of each country to achieve effective legal harmonization, while considering cultural differences, recent developments, and local values that are the basis for the application of this concept.

The differences in the nuances of the implementation of good faith in Indonesia, China, and Japan reflect the complexity of interpretation and implementation of the concept in the legal and cultural context of each country. While Indonesia emphasizes the aspects of honesty and fairness in transactions, China focuses on trust and integrity in business, while Japan emphasizes moral responsibility in business relationships. Through a deep understanding of these differences, it can be seen how legal harmonization is a challenge that needs to be overcome by taking into account cultural diversity and local principles in an effort to build an inclusive and effective legal system at the international level. Thus, this study can provide valuable insights into how the concept of good faith can be interpreted and integrated in different legal contexts, with the ultimate goal of achieving sustainable and resilient legal harmonization.

In the context of increasing globalization and interconnection, a deep understanding of the nuances of the application of good faith in Indonesia, China, and Japan is crucial to build a mutually beneficial and sustainable legal framework. Through this comparative study, it is possible to identify the ways in which local and cultural values influence the interpretation of the concept of good faith as well as how these can be harmoniously integrated within a broader legal framework. Thus, this research not only provides in-depth insight into the practice of good faith in various legal contexts, but also provides a solid foundation to strengthen cooperation between countries in building legal harmonization that is fair, transparent, and based on universal values such as honesty, integrity, and moral responsibility.

Through joint efforts in understanding and evaluating the application of good faith in Indonesia, China, and Japan, a solid foundation can be formed to strengthen cross-border cooperation in building a legal framework that supports sustainable economic growth and the protection of common interests. By paying attention to the complexity of the culture, law, and values underlying the concept of good faith, this research is important in creating a deeper understanding of how these values can be effectively integrated within the framework of global law. Through collaboration between countries based on locally

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adapted principles of good faith, it is hoped that legal harmonization will be achieved that not only benefits business people and the community, but also strengthens trust, integrity, and justice in the international scope.

Cross-border cooperation in strengthening the implementation of good faith not only creates stability and trust in international business relations, but also encourages sustainable[37] and inclusive economic growth. By paying attention to the substance of local values that underlie the concept of good faith in each country, effective collaboration in building legal harmonization can be the basis for increasing economic cooperation and investment between countries. Through this approach, it is hoped that a conducive legal environment for cross-border business growth will be created based on the principles of integrity, honesty, and moral responsibility, which will ultimately provide long-term benefits for all parties involved. By focusing on the implementation of good faith integrated within a harmonious legal framework, countries can strengthen international cooperation based on the principles of justice and transparency. Through solid collaboration, it is possible to create uniform standards in terms of adherence to ethical and legal values, reduce uncertainty in cross-border transactions, and increase trust between business people of different cultures and backgrounds. Thus, in-depth research on the application of good faith in Indonesia, China, and Japan is a strong foundation to strengthen international cooperation in building a solid, sustainable, and mutually interest-oriented legal foundation.

By strengthening the principle of good faith as the main foundation of cross-border cooperation, it is possible for Indonesia, China, Japan, and other countries to build a more solid and structured legal framework in support of sustainable economic growth.[38] Through consistency in the application of integrity and morality values in business activities, it is hoped that a conducive environment for global investment and trade will be created. Thus, collaboration based on the principle of good faith will not only strengthen relations between countries, but will also open up new opportunities for innovation, inclusive economic growth, and improved social welfare at the international level.

Through the synergy between the values of good faith held firmly by Indonesia, China, Japan, and other countries, a strong foundation can be formed to build a more just, sustainable, and common good-oriented global order. By strengthening cross-border cooperation in define, interpreting, and applying the concept of good faith, it is hoped that a solid and reliable legal framework will be created for business people and the international community. Through these measures, countries can strengthen the integrity of global legal systems, minimize the risk of conflict, and encourage the creation of ethical, transparent, and mutually interest-oriented business ecosystems to achieve sustainable economic growth in the era of ever-expanding globalization. In the context of the complexity of today's global challenges, collaboration based on the principle of good faith is becoming increasingly important to form a solid foundation for effective international cooperation. By integrating the values of ethics, integrity, and honesty in a uniform legal framework, countries can strengthen trust between parties, reduce uncertainty, and improve fairness in

[37] Joanna Kurowska-Pysz and Katarzyna Szczepańska-Woszczyna, "The Analysis of the Determinants of Sustainable Cross-Border Cooperation and Recommendations on Its Harmonization," *Sustainability (Switzerland)* 9, no. 12 (2017): 1–24, https://doi.org/10.3390/su9122226.

[38] Izabela Zabielska, "Cooperation, Partnership and Integration in the Cross-Border Area: The Role of Borders and Cross-Border Cooperation," *Ekonomia i Prawo* 19, no. 3 (2020): 569, https://doi.org/10.12775/eip.2020.038.

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cross-border trade and investment. The principle of good faith in international contract law involves honest transactions with three main elements: good faith, honest transactions as the basis of contracts, and the application of these principles in international trade.[39] Thus, joint efforts in strengthening the principle of good faith will not only strengthen relations between countries, but will also provide a solid foundation to build a stable, sustainable, and fair global business ecosystem for all parties involved.

Thus, through an emphasis on the value of good faith in both legal and business contexts, Indonesia, China, Japan, and other countries have the potential to strengthen sustainable and mutually beneficial international cooperation. With consistency in applying the principles of integrity, honesty, and moral responsibility, it is hoped that a more stable, transparent, and ethical global business environment will be realized. Collaboration based on good faith values will not only strengthen the foundations of global law, but will also open up opportunities for inclusive and sustainable economic growth amid the evolving dynamics of globalization. Thus, it is important for countries to continue to strengthen the principles of good faith as the foundation for fair, transparent, and common good-oriented cross-border cooperation to achieve sustainable development goals in an ever-changing global era.

C. Implications for Legal Harmonization

This difference in the concept of good faith has significant implications for legal harmonization at the regional and international levels. The challenge in achieving legal harmonization lies in the diversity of legal systems, legal cultures, and different social values in each country. Different social values in each country affect how the principle of good faith is applied and interpreted.[40] To overcome this challenge, comprehensive efforts involving cooperation between countries are needed to find common ground and increase public legal awareness of the importance of good faith principles in legal relations. In the context of legal harmonization involving differences in the concept of good faith in Indonesia, China, and Japan, concrete steps need to be taken to strengthen cross-border cooperation. One is to adopt a dialogical approach that takes into account cultural, legal, and value differences in formulating a widely acceptable legal framework. In addition, legal education that includes the aspect of good faith as an integral part is also important to increase understanding and awareness of these values in daily legal practice. Thus, through continuous collaborative efforts, countries can strengthen the harmonization of laws at the regional and international levels, creating a solid foundation for more effective, fair, and sustainable cooperation in the era of globalization. The implementation of good faith principles in a common legal framework can also help reduce barriers and uncertainties in cross-border trade[41] and increase trust between parties. Through a legal harmonization process that pays attention to universal values such as honesty, integrity, and moral responsibility, a legal environment that is conducive to sustainable and inclusive economic growth at the regional and international levels can be created. Thus, awareness of the importance of good faith as a foundation for legal harmonization can pave the way for closer

[39] Muhammad Amin Sentosa, Siti Malikhatun Badriyah, and Yunarto, "Good Faith Principles in International Business Contract Law," *International Journal of Law and Politics Studies* 5, no. 2 (2023): 27–33, https://doi.org/10.32996/ijlps.2023.5.2.3.

[40] Nurhidayah Abdullah, "Good Faith in International Context BT - Good Faith in Contractual Performance in Australia," ed. Nurhidayah Abdullah (Singapore: Springer Singapore, 2020), 47–87, https://doi.org/10.1007/978-981-15-6078-1_3.

[41] Razeen Sappideen, "Harmonizing International Commercial Law through Codification," *Journal of World Trade* 40, no. 3 (2006): 425–51, https://doi.org/10.54648/trad2006025.

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cooperation between countries, create a fair and equitable legal framework and make a positive contribution to overall global stability and prosperity.

Through joint efforts in integrating the concept of good faith in the harmonization of laws, a stronger foundation can be formed for sustainable cross-border cooperation. By strengthening the understanding and application of good faith values in the context of law, countries can create an environment conducive to fair trade, sustainable investment, and mutually beneficial cooperation. Thus, the harmonization of laws based on the principles of good faith is not only an end in itself, but also a means to strengthen trust, stability, and economic growth at the global level. Through a shared commitment to building an inclusive and ethical legal framework, countries can achieve a common goal of creating a fairer, more transparent, and more equitable world for all parties involved. Thus, the integration of good faith values in legal harmonization is an important step in bridging differences and strengthening international cooperation in an era full of challenges and opportunities.

CONCLUSION

A comparative analysis of the concept and application of good faith in Indonesia, China, and Japan shows that although the basic principles of good faith are similar, namely emphasizing honest, fair, and proper behavior in legal relationships, there are different nuances and interpretations. These differences are influenced by the legal system, cultural values, and history of each country. In Indonesia, the concept of good faith tends to be more formalistic and emphasizes the balance of interests of the parties, often interpreted as a formal norm enshrined in laws and regulations. In China, the concept of good faith is more flexible and adapts to the existing social context, emphasizes ethical and moral aspects in legal relations, and is often embodied in legal practice and social relations. In Japan, the concept of good faith emphasizes the balance of interests and justice, with a more practical interpretation and prioritizing *win-win solutions*. This difference has significant implications for legal harmonization. The challenge in achieving legal harmonization lies in the diversity of legal systems, legal cultures, and different social values in each country. To overcome this challenge, comprehensive efforts involving cooperation between countries are needed to find common ground and increase public legal awareness of the importance of good faith principles in legal relations.

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