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The Legal Force of a Notarial Deed in Franchise Dispute Resolution

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ABSTRACT: The role of a notary in drafting a franchise agreement is crucial to ensuring that the agreement complies with applicable laws. Government Regulation (PP) Number 35 of 2024 on Franchising does not specifically regulate certain clauses, resulting in legal ambiguity within the regulation. This issue raises questions about how the clauses in a franchise agreement are formulated in a notarial deed and the legal force of the notarial deed as valid evidence in the event of a dispute between the parties. This issue is examined using a normative legal research method with a descriptive-analytical approach, analyzing legal materials such as legislation and scholarly papers. The research employs a document study technique to collect legal materials, and the analysis focuses on the legal uncertainty found in PP Number 35 of 2024 on Franchising. The findings indicate that the formulation of clauses in a franchise agreement must fulfill the legal requirements of a valid contract as stipulated in Article 1320 of the Indonesian Civil Code (KUH Perdata), covering both subjective elements (agreement and capacity of the parties) and objective elements (the existence of a lawful object and cause). Furthermore, a notarial deed reflects the principle of legal certainty, as explained by Subekti and Van Apeldoorn. The deed ensures that the law is applied consistently and predictably, providing protection for the parties who have entered into the agreement.

KEYWORDS: Notary, Franchise Agreement, Notarial Deed, Role of Notary, Evidence

I. INTRODUCTION

The 1945 Constitution (hereinafter referred to as UUD 1945), Article 33, discusses the national economy. After the fourth amendment to UUD 1945, this article consists of five paragraphs, which state the following 1. The economy shall be structured as a joint effort based on the principle of kinship. 2. Branches of production that are important to the state and affect the livelihood of many people shall be controlled by the state. 3.Land, water, and natural resources contained therein shall be controlled by the state and utilized for the greatest welfare of the people. 4. The national economy shall be organized based on economic democracy with the principles of togetherness, equitable efficiency, sustainability, environmental awareness, independence, and maintaining a balance between progress and national economic unity. 5. Further provisions regarding the implementation of this article shall be regulated by law. The meaning of Article 33 UUD 1945 signifies that it provides guidance on the structure of the economy, reflecting the ideals upheld and consistently pursued by the leaders of the government (the state). (Benia, E. 2022)

Article 33 of the 1945 Constitution, particularly paragraphs 1, 2, and 3, emphasizes the importance of managing economic resources for the greatest prosperity of the people. The relationship between this article and franchising can be observed through the following aspects: Franchising reflects the spirit of a people-oriented economy, as it provides opportunities for individuals (especially MSME actors) to own and operate businesses with the support of more experienced parties (franchisors). This model fosters a mutually beneficial partnership and embodies the principle of kinship. Although franchises are generally owned by the private sector, the government plays a role in regulating and overseeing the franchise system to support national economic growth, maintain market balance, and prevent monopolies. In this context, franchises operating in sectors based on local resources, such as traditional culinary businesses or products derived from natural wealth, contribute to the preservation and utilization of local resources for the welfare of society. Overall, a well-regulated franchise system can serve as an instrument to realize the spirit of Article 33 of the 1945 Constitution in building a national economy based on social justice and shared prosperity.

A franchise is a special right granted by the government to individuals or legally recognized companies to carry out specific activities, a right not generally available to the general public. Meanwhile, a franchisor is the owner or producer of certain branded goods or services who grants or licenses specific exclusive rights for the marketing of those goods or services. (Johannes Ibrahim dan Lindawaty Sewu, 2003)

With the growth of the franchise business, the rights and obligations of the franchisor and franchisee must be regulated. Such regulations are stipulated in Government Regulation Number 35 of 2024 on Franchising (hereinafter referred to as PP Number 35 of 2024), which governs the fundamental principles of franchising, including the rights and obligations of the franchisor and franchisee. Additionally, Minister of Trade Regulation Number 71 of 2019 on the Implementation of Franchising (hereinafter referred to as Permendag Number 71 of 2019) regulates franchise registration, ownership limitations, and business activity reporting.

Breaches of franchise agreements typically occur when the franchisee fails to pay the royalty fee as scheduled, the franchisor fails to provide operational support or training as promised, or the franchisee does not adhere to the operational standards or quality requirements set by the franchisor. The causes of such breaches include misinterpretation of the agreement's terms, lack of knowledge or resources on the part of one party, and weak oversight by the franchisor over the franchisee's operations.

II. RESEARCH PROBLEM

The issues and cases arising from franchise agreements, as mentioned above, lead to the conclusion that Government Regulation Number 35 of 2024 on Franchising (PP Number 35 of 2024) does not specifically regulate certain clauses, resulting in a legal vacuum within the regulation. Based on this, the role of a notarial deed is necessary in formulating franchise agreement clauses related to dispute resolution between the parties. Therefore, the researcher intends to conduct a thesis study titled: "**THE LEGAL FORCE OF A NOTARIAL DEED IN FRANCHISE DISPUTE RESOLUTION**." Accordingly, the research questions to be examined are : How are the clauses of a franchise agreement formulated within a notarial deed? What is the legal force of a notarial deed as valid evidence in the event of a dispute between the parties?

III. RESEARCH METHODS

The research method is a tool used to identify and analyze a problem to be studied, whether in social sciences, law, or other fields. Therefore, the objective of research is determined by the object and type of study conducted. The research method employed in this study is the normative legal research method, in which law is conceptualized as what is stated in laws and regulations (law in books) or as standards or norms that serve as an adequate benchmark for human behavior. Normative legal research focuses on literature studies, which include legal materials such as laws and regulations, legal theories, court decisions, doctrines, legal principles, legal theories, journals, and articles. It examines written law from various perspectives, including theory, history, philosophy, comparison, structure and composition, scope and material, consistency, general explanation and article-by-article analysis, formality and binding legal force, as well as the legal language used. However, it does not examine the practical application or implementation of law. This research method is used to examine the Supreme Court Decision of the Republic of Indonesia Number 239 PK/Pdt/2014. As a final legal remedy, Siti Maisaroh filed a Judicial Review (Peninjauan Kembali/PK) on the grounds of the existence of new evidence (novum) and judicial error in the previous decision. However, the Supreme Court, in its Decision Number 239 PK/Pdt/2014, rejected the Judicial Review petition once again.

IV. RESULT AND DISCUSSION

A. Case Analysis and Implementation of Franchise Agreements

The Supreme Court of the Republic of Indonesia Decision Number 239 PK/Pdt/2014 adjudicated the case between Siti Maisaroh (Petitioner for Judicial Review/Plaintiff) against PT. Ilham Malindo (Respondent for Judicial Review/Defendant I) and other related parties. This case originated in 2012, when Siti Maisaroh intended to establish a franchise business under the brand "The Lieza One Stop Treatment," which was managed by PT. Ilham Malindo. Both parties entered into a cooperation agreement, setting forth various terms and conditions that had been mutually agreed upon.

a. Background of the Dispute

Siti Maisaroh filed a lawsuit on the grounds that PT. Ilham Malindo had failed to fulfill its obligations under the agreement. She accused PT. Ilham Malindo of breach of contract (wanprestasi) by failing to provide adequate operational support and training, as well as failing to deliver the promised equipment and supplies. As a result, Siti Maisaroh's franchise business suffered financial losses.

b. Legal Proceedings

1. Central Jakarta District Court
   Siti Maisaroh filed a lawsuit with case number 14/Pdt.G/2013 at the Central Jakarta District Court. However, the court rejected the claim.

2. High Court
   Dissatisfied with the first-instance court's ruling, Siti Maisaroh filed an appeal. The High Court upheld the District Court's decision and rejected the appeal.
3. Supreme Court (Cassation)
   Siti Maisaroh then submitted a cassation appeal to the Supreme Court, but her petition was denied.
4. Judicial Review (Peninjauan Kembali – PK)
   As a final legal remedy, Siti Maisaroh filed a Judicial Review (PK) on the grounds of new evidence (novum) and judicial error in the previous decisions. However, in Decision Number 239 PK/Pdt/2014, the Supreme Court rejected the PK request once again.

c. Analysis of the Decision

The Supreme Court found that the grounds presented by the PK Petitioner were insufficient to overturn the previous rulings. The evidence submitted did not meet the criteria for novum, which could influence the decision. Additionally, the Court found no judicial error or fundamental mistake in the legal considerations of the prior rulings.

d. Conclusion

Decision Number 239 PK/Pdt/2014 reaffirms the Supreme Court's consistency in upholding the previous decisions, thereby rejecting Siti Maisaroh's Judicial Review request. This case highlights the importance for parties in a franchise agreement to fully understand and comply with the agreed-upon clauses, as well as to ensure clarity and mutual agreement in contract execution to prevent future disputes.

In analyzing the case based on Government Regulation Number 35 of 2024 on Franchising (PP No. 35/2024), it is evident that this regulation governs various aspects related to the administration of franchises in Indonesia, including franchise criteria, offering prospectuses, franchise agreements, the rights and obligations of the parties, and sanctions for violations. In the context of Supreme Court Decision Number 239 PK/Pdt/2014 between Siti Maisaroh and PT. Ilham Malindo, several points can be correlated with the provisions of PP No. 35/2024 on Franchising, including :

1. Franchise Agreement

Article 5 of Government Regulation Number 35 of 2024 on Franchising (PP No. 35/2024) stipulates that a franchise agreement must be made in writing in the Indonesian language and must include at least the following provisions :

a. The names and addresses of the parties.
b. The type of Intellectual Property Rights.
c. The business activities to be carried out.
d. The rights and obligations of the parties.
e. Support, facilities, and operational guidance.
f. The business territory.
g. The term of the agreement.
h. The method of payment for compensation/royalties.
i. Dispute resolution mechanisms.

In this case, Siti Maisaroh claimed that PT. Ilham Malindo failed to fulfill its obligations under the agreement, particularly concerning operational support and training. This issue is directly related to the provision on "support, facilities, and operational guidance," which should have been clearly stipulated in the franchise agreement in accordance with Government Regulation Number 35 of 2024 on Franchising (PP No. 35/2024).

2. Rights and Obligations of the Parties

Article 6 of Government Regulation Number 35 of 2024 on Franchising (PP No. 35/2024) stipulates that the franchisor is obligated to provide :

a. Operational guidance.
b. Training and supervision.
c. Continuous development.

Meanwhile, the franchisee is required to :

a. Comply with the established guidelines and standards.
b. Maintain the confidentiality of information.
c. Pay the agreed-upon fees.

The dispute in the aforementioned ruling centers on the alleged breach of contract by PT. Ilham Malindo regarding its obligation to provide operational guidance and training. This highlights the importance of clearly defining the rights and obligations of the parties in the agreement in accordance with the provisions of Government Regulation Number 35 of 2024 on Franchising (PP No. 35/2024). Although PP No. 35/2024 regulates various aspects of franchise agreements, certain provisions may give rise to different interpretations or ambiguities, including :

a. Standards for Assistance and Training

PP Number 35 of 2024 on Franchising mandates that the franchisor provide operational guidance and training; however, it does not specify the standards or intensity that must be met. The absence of such standards may lead to differences in perception between the franchisor and the franchisee regarding what constitutes the fulfillment of these obligations.

b. Dispute Resolution Mechanism

Although franchise agreements are required to include a dispute resolution clause, PP Number 35 of 2024 on Franchising does not provide specific details on the mechanism to be followed. This lack of clarity may result in confusion or disagreements regarding the appropriate forum or procedure for dispute resolution in the event of a conflict.

c. Supervision and Sanctions

PP Number 35 of 2024 on Franchising regulates the guidance and supervision of franchise operations, as well as sanctions for violations. However, the regulation does not elaborate on the specific mechanisms for supervision and enforcement of sanctions, potentially leading to legal uncertainty for the parties involved.

The Supreme Court Decision Number 239 PK/Pdt/2014 emphasizes the importance of clarity and fulfillment of rights and obligations in a franchise agreement. PP Number 35 of 2024 on Franchising provides a legal framework to regulate these matters; however, certain areas require further elaboration to prevent differing interpretations and potential disputes in the future. It is advisable for the parties to clearly specify in the agreement the standards for training, dispute resolution mechanisms, and other operational details to ensure legal certainty and minimize the risk of conflicts.

The relation between Decision Number 239 PK/Pdt/2014 and the Theory of Evidence lies in the case of CV. Trijaya Surya Gemilang vs. PT. Ilham Malindo, where one of the key factors in the Supreme Court's ruling was the evidence regarding the alleged breach of contract in the franchise agreement. To understand the court's decision, it can be linked to the theory of evidence in civil law, which determines how a legal fact can be accepted by the judge. The relevant theories of evidence applicable in this case include :

1. Theory of Positive Evidence (Positieve Wettelijke Bewijs Theorie)

   a. The judge may only decide a case based on evidence that is explicitly regulated by law, as stipulated in Article 1866 of the Indonesian Civil Code (KUH Perdata), which recognizes the following as valid evidence :
      - Written evidence (authentic deeds and private deeds)
      - Witness testimony
      - Presumptions (vermoeden)
      - Confessions of the parties
      - Oaths
2. Theory of Negative Evidence (Negatieve Wettelijke Bewijs Theorie)

   The judge is not solely bound by the types of evidence prescribed by law but also considers their personal conviction based on the available evidence.
3. Theory of Free Proof (Vrij Bewijs Theorie)

   The judge has the freedom to assess and weigh the evidence without being strictly bound by the rules of statutory provisions.

The Supreme Court rejected the Request for Judicial Review (Peninjauan Kembali – PK) on the grounds that the evidence submitted by Siti Maisaroh (CV. Trijaya Surya Gemilang) was not strong enough to prove a breach of contract (wanprestasi) by PT. Ilham Malindo. In the context of this case, the decision aligns with the Theory of Positive Evidence (Positieve Wettelijke Bewijs Theorie), which holds that only legally valid evidence can serve as the basis for a judgment. In this case, legally valid and authentic evidence was presented in the form of a Notarial Deed dated April 21, 2012, concerning the Franchise Business Agreement for The Lieza One Stop Treatment (Skincare, Facial, Body Slimming & Spa Treatment). The judicial review applicant also presented witness testimony from Rachmawati Armalia and Fera before the court. Based on this evidence, the Supreme Court rejected the Judicial Review (PK) petition submitted by Siti Maisaroh (CV. Trijaya Surya Gemilang).

B. Judicial Decision Analysis on the Legal Force of Notarial Deeds in Franchise Disputes

The analysis of court decisions on the legal force of notarial deeds in franchise disputes demonstrates that a notarial deed holds significant legal weight in dispute resolution, particularly in franchise agreements. A notarial deed, as an authentic document executed in accordance with legal procedures, provides stronger legal certainty for the parties involved in the agreement. In many franchise dispute cases, a party relying on a notarial deed will find it easier to prove that the agreement was valid and binding, as the deed is recognized by law and executed before an authorized official. Courts generally accord full recognition to notarial deeds as legitimate evidence, which are not easily refutable.(Imansah, R. 2024)

In a franchise dispute, for example, if one party claims that the agreement is invalid or does not comply with the mutual understanding, a Notarial Deed can be used to prove that the agreement was drafted with full consent between the parties and in accordance with applicable legal provisions. Court rulings typically refer to the formal evidentiary strength and binding authority of the Notarial Deed. If there are differences in interpretation or breaches of the agreement's terms, the court will consider the Notarial Deed as the primary legitimate reference and enforce the legal obligations contained therein.

However, although a Notarial Deed provides stronger legal protection, the court must still ensure that the deed does not conflict with higher laws or violate the principles of justice and equality between the parties in the agreement. Therefore, in analyzing court decisions, it is essential to understand how the court assesses the conformity of the Notarial Deed with the existing facts and how the document can serve as a basis for making a fair legal ruling. As a strong piece of evidence, a Notarial Deed provides greater legal certainty in resolving franchise disputes, but it must also be viewed in the context of the overall agreement and the relationship between the parties.

The case study of Decision Number 239 PK/Pdt/2014 between CV. Trijaya Surya Gemilang and PT. Ilham Malindo involves a dispute in a franchise agreement between two companies, in which CV. Trijaya Surya Gemilang, as the franchisee, filed a lawsuit against PT. Ilham Malindo, as the franchisor. This case focuses on the issue of fulfilling obligations stipulated in the franchise agreement made by both parties. The dispute arose from CV. Trijaya Surya Gemilang's claim that the franchisor failed to fulfill its obligations, particularly in providing the promised operational support, such as training and marketing assistance. On the other hand, PT. Ilham Malindo argued that the franchisee had breached the agreement by failing to meet its financial obligations and not adhering to the agreed-upon operational standards.

At the Supreme Court level, Decision Number 239 PK/Pdt/2014 reaffirmed the legal strength of a Notarial Deed as a valid and binding piece of evidence in a franchise agreement. In this ruling, the Supreme Court referred to the evidentiary power of the Notarial Deed used in the franchise agreement, which had been formally and lawfully executed. The Notarial Deed served as the key factor in determining responsibility for the breach of the agreement. In this case, although the franchisee claimed to have suffered losses due to the franchisor's failure to fulfill its obligations, the court ultimately ruled that, based on the terms set forth in the Notarial Deed, the obligations of both parties were clearly established, and there was no sufficient legal basis to annul the agreement.

The ruling emphasized the importance of legal certainty provided by a Notarial Deed in resolving franchise agreement disputes. In this case, the Notarial Deed was recognized as irrefutable evidence and a legitimate basis for legal decision-making. Despite claims from both parties, the ruling reinforced the position of the Notarial Deed as an authentic and binding document, providing legal protection for the parties involved in the agreement and ensuring that the obligations stipulated therein must be fulfilled in accordance with applicable regulations.

C. The Court's Consideration of the Notarial Deed in Franchise Dispute Rulings

In the resolution of franchise disputes, courts place significant emphasis on the Notarial Deed as a legally valid and binding piece of evidence. This is because a Notarial Deed is an authentic document created by an authorized official in accordance with applicable legal provisions. During litigation, when disputes arise regarding the content or execution of a franchise agreement, courts tend to consider the Notarial Deed as the primary evidence to support or reject the claims made by the parties. The court's primary consideration of the Notarial Deed is based on Article 1868 of the Indonesian Civil Code, which states that an authentic deed has full probative value regarding the matters contained therein, provided that it is executed in accordance with legal procedures. In other words, if a franchise agreement is formalized in a Notarial Deed, its contents are deemed valid and binding, and it cannot be contested unless a legal defect can be proven, such as coercion, fraud, or a fundamental mistake in its creation.
In considering a Notarial Deed, the court will evaluate several key aspects, such as : (Darmawan, M. V., & Urbanisasi, U. 2023)

a. Formal Evidentiary Strength
   The court will ensure that the deed was genuinely executed before a duly authorized Notary and complies with applicable legal requirements.

b. Material Evidentiary Strength
   The content of the Notarial Deed will be examined to determine whether it aligns with the parties' agreement and does not conflict with higher legal provisions.

c. Binding Authority

The Legal Force of a Notarial Deed in Franchise Dispute Resolution

A Notarial Deed cannot be contested with other evidence unless there is strong proof indicating that the agreement was executed through unlawful means.

In various franchise dispute rulings, courts often rely on the Notarial Deed as the primary legal instrument in determining the rights and obligations of the parties. For example, in Decision Number 239 PK/Pdt/2014, the court considered the Notarial Deed as evidence of the agreement between CV. Trijaya Surya Gemilang and PT. Ilham Malindo. Although one party claimed a breach of contract, the court upheld the contents of the Notarial Deed as authentic evidence with the highest legal authority in the case.

Thus, the presence of a Notarial Deed in franchise disputes provides legal certainty for the parties and facilitates the court in delivering a fair and objective ruling. The Notarial Deed reduces the potential for disputes, as its contents are presumed to have been lawfully agreed upon by the parties from the outset of the agreement.

This aligns with the legal certainty theory proposed by Subekti and Van Apeldoorn. According to Subekti, legal certainty means that the law must provide clear, firm, and predictable rules so that its application does not create doubt. In the context of franchise agreements, the Notarial Deed ensures that the terms of the agreement are clearly defined, executed by an authorized official, and possess strong binding authority, thereby reducing the potential for future disputes.

Meanwhile, according to Van Apeldoorn, legal certainty is a condition in which the law provides protection for individual rights and ensures a sense of security in legal relationships. In franchise dispute cases, the Notarial Deed serves as an authentic piece of evidence with full legal authority, allowing the court to base its decision on an objective and fair assessment. The Notarial Deed ensures that the rights and obligations of the parties are recorded in a legally valid document, meaning that the parties can rely on the agreement's contents without concern over uncertainty or future alterations.

Thus, the Notarial Deed reflects the principle of legal certainty as explained by Subekti and Van Apeldoorn. This deed ensures that the law is applied consistently and predictably while providing protection for the parties who have agreed to the contract.

In franchise dispute cases, the court can more easily enforce the law based on the contents of the Notarial Deed, as this document has met legal standards from the outset of the agreement. In other words, the existence of a Notarial Deed not only facilitates dispute resolution but also embodies the fundamental principle of legal certainty, which serves as the foundation of the civil law system.

In this ruling, the Supreme Court considered the Notarial Deed as authentic evidence with full legal authority, in accordance with Article 1868 of the Indonesian Civil Code. The existence of the Notarial Deed allows the court to ensure that the franchise agreement was executed following legal procedures and was mutually agreed upon by both parties without coercion or any other legal defect.

This aligns with the principle of legal certainty put forward by Subekti and Van Apeldoorn, which states that the law must provide certainty, clarity, and protection for the parties involved in an agreement.

Based on this, Decision Number 239 PK/Pdt/2014 reaffirms that in civil law, a Notarial Deed serves as a primary instrument in ensuring legal certainty in franchise agreements. With the existence of a Notarial Deed, the parties cannot easily dispute the obligations they have agreed upon, thereby creating a legal system that is clear, predictable, and provides legal protection for good-faith parties.

This ruling also demonstrates that civil law upholds the principle of legal certainty by ensuring that every lawfully executed agreement must be recognized and enforced in accordance with applicable regulations.

V. CONCLUSION

Based on the discussions outlined in Chapters IV and V, several conclusions can be drawn as follows :

1. The formulation of clauses in a franchise agreement must fulfill the validity requirements of a contract as stipulated in Article 1320 of the Indonesian Civil Code, both in terms of the agreement and capacity of the parties (subjective requirements) as well as the existence of a lawful object and cause (objective requirements). A legally valid agreement executed in the form of a Notarial Deed provides the parties with legal certainty, legal protection, and ease of proof in the event of a dispute.

   Supreme Court Decision Number 239 PK/Pdt/2014 emphasizes the importance of clarity and the fulfillment of rights and obligations in franchise agreements. Government Regulation Number 35 of 2024 on Franchising provides a legal framework to regulate these matters; however, certain provisions contain normative ambiguities that require further elaboration to prevent differing interpretations and potential disputes in the future. Parties are advised to clearly specify in the agreement details regarding training standards, dispute resolution mechanisms, and other operational aspects to ensure legal certainty and minimize the risk of conflicts.
2. The Notarial Deed reflects the principle of legal certainty as explained by Subekti and Van Apeldoorn. It ensures that the law is applied consistently and predictably while providing protection for the parties who have agreed to the contract.

The Legal Force of a Notarial Deed in Franchise Dispute Resolution

Decision Number 239 PK/Pdt/2014 reaffirms that in civil law, the Notarial Deed serves as a primary instrument in guaranteeing legal certainty in franchise agreements. With a Notarial Deed, the parties cannot easily dispute the obligations they have agreed upon, thereby creating a legal system that is clear, predictable, and provides legal protection for good-faith parties.

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REFERENCES

1) Benia, E. 2022. Analisis Perlindungan Hukum Rahasia Dagang pada Perjanjian Waralaba berdasarkan Undang-Undang Nomor 30 Tahun 2000 tentang Rahasia Dagang. Padjajaran Law Review, 10 (2), 169-178.
2) Johannes Ibrahim dan Lindawaty Sewu, 2003, Hukum Bisnis Dalam Persepsi Manusia Modern, PT. Refika Aditama, Bandung.
3) Imansah, R. 2024. Pembatalan Akta Perjanjian Waralaba Teknologi Tuss yang dibuat di Hadapan Notaris. Doctoral dissertation, Universitas Islam Indonesia.
4) Darmawan, M. V., & Urbanisasi, U. 2023. Eksistensi Dan Aspek Hukum Penyelenggaraan Waralaba Menurut Hukum Positif Di Indonesia. Jurnal Ilmiah Wahana Pendidikan, 9(22). 653-661.