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The Appropriateness of Goods Returns and Replacements in Sales Contracts: An Analysis Based on the Principle of Good Faith

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Original Article

Abstract

Goods return mechanisms in sales contracts may give rise to disputes when replacement goods fail to conform to agreed-upon specifications or when contractual obligations are not fulfilled within the prescribed time frame. This study aims to establish parameters for assessing the appropriateness of goods returns and to examine the role of the principle of good faith under Article 1338(3), in conjunction with Article 1339, of the Indonesian Civil Code. The study employs a normative legal research method using statutory, conceptual, and case-based approaches, with legal materials analyzed qualitatively. The findings identify five parameters for assessing appropriateness: conformity of replacement goods with agreed-upon specifications, reasonableness of the grounds for rejection, adequacy of evidence demonstrating nonconformity, consistency in the parties' conduct, and compliance with agreed-upon deadlines. The principle of good faith functions as an objective standard for evaluating the reasonableness of the parties' contractual performance. The study concludes that the assessment of goods returns and replacements should consider the substance of contractual performance, the available evidence, and the consistency of the parties' conduct. These considerations can support fair dispute resolution while promoting legal certainty.

Keywords: *Good Faith, Appropriateness, Goods Returns, Sales Contracts*

Abstrak

Mekanisme retur barang dalam perjanjian jual beli berpotensi menimbulkan sengketa ketika kualitas barang pengganti tidak sesuai dengan spesifikasi yang disepakati dan kewajiban kontraktual tidak dipenuhi tepat waktu. Penelitian ini bertujuan merumuskan parameter kepatutan dalam mekanisme retur barang serta menganalisis fungsi asas iktikad baik berdasarkan Pasal 1338 ayat (3) juncto Pasal 1339 Kitab Undang-Undang Hukum Perdata (KUHPerdata). Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan kasus, melalui analisis bahan hukum secara kualitatif. Hasil penelitian mengidentifikasi lima parameter kepatutan, yaitu kesesuaian kualitas barang pengganti, kewajaran alasan penolakan, pembuktian ketidaksesuaian, konsistensi tindakan para pihak, dan pemenuhan tenggat waktu. Asas iktikad baik berfungsi sebagai standar objektif untuk menilai kewajaran pelaksanaan kewajiban kontraktual. Penelitian menyimpulkan bahwa penilaian retur harus mempertimbangkan substansi prestasi, bukti yang tersedia, dan konsistensi perilaku para pihak guna mendukung penyelesaian sengketa yang adil dan berkepastian hukum.

Kata kunci: *Iktikad Baik, Kepatutan, Retur Barang, Perjanjian Jual Beli*

1. INTRODUCTION

A sales contract provides the legal basis for the exchange of goods for payment within a civil law relationship. Article 1457 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata) defines a sale and purchase agreement as a contract under which one party undertakes to deliver an item, while the other undertakes to pay the agreed-upon price. The binding force of such an agreement derives from Article 1338(1) of the Indonesian Civil Code, which provides that legally concluded agreements have the force of law between the parties. Accordingly, each party is obligated to perform its contractual duties in accordance with the terms of the agreement, including the agreed-upon specifications, quality standards, and delivery schedule. However, the binding force of a contract cannot be considered independently of the obligation to perform it in good faith and in accordance with the principle of reasonableness and fairness.[1]

When delivered goods fail to conform to the agreed-upon quality standards, the buyer may seek to return the goods, request a replacement, or demand a refund. The return of goods is not merely an administrative procedure in commercial transactions; it is also a mechanism for restoring the contractual balance when a failure to perform contractual obligations or nonconformity occurs.[2] Legal complications may arise when the quality of replacement goods is also disputed, the buyer refuses to accept the replacement, or the seller fails to fulfill the replacement obligation within the agreed-upon timeframe. Accordingly, the assessment of contractual performance should not be limited to determining whether goods have been delivered or returned. It should also consider the conformity of the goods with the contractual specifications, the evidence supporting allegations of nonconformity, and the conduct of the parties throughout the performance of the agreement. Article 1338(3) of the Indonesian Civil Code requires agreements to be performed in good faith, while Article 1339 extends contractual obligations to matters arising from equity, customary practices, and statutory law. Read together, these provisions provide a normative basis for objectively evaluating whether the conduct of the seller or buyer is legally justifiable. Good faith, therefore, is not merely a matter of subjective intention; it is also demonstrated through conduct that is reasonable, consistent, transparent, and responsible.

This issue is illustrated by Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg, which concerned a transaction involving Grade A Tahitian-variety vanilla beans between Budi Harto and Ester Trianawati, valued at IDR 506,213,400. Following objections to the quality of the goods, the parties entered into

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1 Meilina Widya Dali et al., "Eksistensi Dan Implementasi Asas Pacta Sunt Servanda Dalam Sistem Hukum Perjanjian," *Cendekia: Jurnal Penelitian Dan Pengkajian Ilmiah* 2, no. 12 (2025): 2226–33, https://doi.org/10.62335/cendekia.v2i12.2125.

2 Farid Wajdi and Muhammad Yusrizal, *Hukum Kontrak Dan Teknik Pembuatan Kontrak*, 1st ed. (PT Citra Aditya Bakti, 2024).

an agreement on February 27, 2021, requiring the delivery of premium-quality vanilla beans or a refund no later than May 15, 2021. Despite repeated attempts to deliver and return replacement goods, the court found that the defendant had failed to fulfill the contractual obligations. This case underscores the need to establish clear parameters for assessing goods returns in light of the principle of good faith. Such parameters are essential for distinguishing reasonable efforts to fulfill contractual obligations from conduct constituting a breach of contract (wanprestasi).

Scholarly discussions of breach of contract, goods returns, and the principle of good faith have developed across various legal contexts, ranging from consumer protection in e-commerce to the performance of contractual obligations in conventional civil law relationships. For example, Michelle et al. examined seller liability in e-commerce transactions, particularly on the Shopee platform, when goods received by buyers differ from those ordered. Their study argues that buyers are entitled to seek compensation and emphasizes the importance of good faith in promoting transparency and seller accountability. Nonconformity between ordered and delivered goods thus raises questions concerning the proper performance of contractual obligations.[3] However, in the e-commerce context, existing mechanisms for seeking compensation do not specifically establish parameters for determining the reasonableness of the parties' conduct, particularly when replacement goods are repeatedly rejected in a sales relationship subject to a separate dispute resolution agreement.

Simbolon and Rosando also examine the issue of product returns, highlighting the financial losses incurred by business operators in cash-on-delivery (COD) transactions. Their study broadens the perspective on legal protection by recognizing business operators as parties who may also suffer harm, particularly when returned goods are damaged.[4] Similarly, Amin investigates delays in replacing returned goods in the relationship between a store and its sales personnel. The study finds that limited inventory may delay the fulfillment of replacement obligations, with disputes typically resolved through deliberation and compensation. Both studies demonstrate that product returns do not necessarily result in immediate replacement. Instead, they may generate disputes over the grounds for rejection, the verification of the condition of returned goods, and the acceptability of delays.[5] However, neither study explicitly establishes legal parameters for evaluating the propriety of the parties' conduct under

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[3] Josephine Grace Michelle et al., "Pertanggungjawaban Ganti Rugi Atas Barang Yang Tidak Sesuai Berdasarkan Asas Itikad Baik," *Jurnal Ilmu Hukum: Alethea* 6, no. 1 (2022): 39–50, https://doi.org/10.24246/alethea.vol6.no1.p39-50.

[4] Fenny Angelina Simbolon and Abraham Ferry Rosando, "Bentuk Perlindungan Hukum Bagi Pelaku Usaha Online Dalam Retur Barang Sistem Cash On Delivery (COD)," *Innovative: Journal of Social Science Research* 3, no. 6 (2023): 10509–26.

[5] Nazla Azzahra Aulia Amin, "Wanprestasi Sales Dalam Perjanjian Retur Barang Kepada Toko Di Desa Sungai Ringin Kabupaten Sekadau," *Jurnal Fatwa Hukum* 6, no. 4 (2023), https://jurnal.untan.ac.id/index.php/jfh/article/view/71841.

Articles 1338(3) and 1339 of the Indonesian Civil Code in disputes involving the replacement of goods under written agreements.

With respect to the principle of good faith, Hapsari and Setiyawan emphasize its importance in resolving civil disputes, including through mediation and the implementation of settlement agreements.[6] Erungan further examines the relationship between good faith in sales contracts, the legal consequences of breach of contract (wanprestasi), and the possibility of claiming damages.[7] Meanwhile, Rahma et al. (2026) demonstrate how good faith constrains contractual freedom through the requirements of propriety and fairness.[8] These studies provide a conceptual foundation for understanding that contractual obligations should be assessed not solely according to the literal terms of an agreement but also in light of how the parties perform those obligations. This conceptual understanding requires further development into operational criteria that can be applied to evaluate specific conduct in disputes involving the return and replacement of goods.

More recent studies have extended this discussion to digital transactions. Kusnodin identifies a shift toward interpreting good faith as an objective standard of propriety and reasonableness, while also highlighting inconsistencies in evidentiary standards.[9] Yunus identifies an imbalance in the legal protection afforded to business operators under e-commerce return mechanisms,[10] whereas Verawita et al. demonstrate that convenient return procedures can strengthen consumer trust and influence purchasing decisions. These studies underscore the legal and economic implications of product returns.[11] However, their respective focuses on digital transactions, business operator protection, and consumer behavior differ from the issue of fulfilling replacement obligations in conventional sales disputes. The present study bridges this gap by linking the doctrine of good faith to specific parameters of propriety and applying them to the judicial assessment of breach of contract.

Existing research has not adequately integrated the parameters of propriety governing goods returns with the principle of good faith to assess the reasonableness

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6 Leilani Alysia Hapsari and Anang Setiyawan, "Penerapan Asas Itikad Baik Dalam Penyelesaian Sengketa Perdata," *Zaaken: Journal of Civil and Business Law* 4, no. 3 (2023): 436–54, https://doi.org/10.22437/zaaken.v4i3.31365.

7 Erika Lehany Erungan, "Penerapan Prinsip Itikad Baik Dalam Perjanjian Jual Beli Ditinjau Dari Kitab Undangundang Hukum Perdata," *Lex Privatum* 1, no. 5 (2024): 1–12.

8 Luthfiah Rahma et al., "Analisis Hukum Terhadap Implementasi Prinsip Itikad Baik Dalam Perjanjian Hak Tanggungan," *Justicia Sains: Jurnal Ilmu Hukum* 10, no. 2 (2026): 509–18, https://doi.org/10.24967/jcs.v10i2.4462.

9 Arif Kusnodin, "Transformasi Doktrin Itikad Baik Dalam Perjanjian Di Era Digital: Analisis Putusan Pengadilan 2020–2024.," *Yustitiabelen* 12, no. 1 (2026): 43–59, https://doi.org/10.36563/g465kn77.

10 Mohamad Yunus, "Perlindungan Hukum Terhadap Pelaku Usaha Online Yang Dirugikan Oleh Konsumen Akibat Pengembalian Barang (Retur) Yang Tidak Sesuai," *Jurnal Riset Rumpun Ilmu Sosial, Politik Dan Humaniora* 5, no. 4 (2026): 795–812, https://doi.org/10.55606/jurrish.v5i4.9612.

11 Risma Hardena Verawita et al., "Peran Mediasi Kepercayaan Konsumen Dalam Hubungan Antara Fitur COD-Cek Dulu, Retur, Dan Keputusan Pembelian Di Aplikasi Shopee," *Journal of Management and Digital Business* 6, no. 1 (2026): 311–30, https://doi.org/10.53088/jmdb.v6i1.2913.

of rejecting goods or repeatedly delivering replacement items in sales disputes arising from written agreements. This study contributes to the existing literature through a normative legal analysis of Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg. It conceptualizes propriety as an objective criterion for evaluating contractual performance and the principle of good faith as a normative standard for determining whether the obligation to replace vanilla beans has been properly fulfilled.

This study aims to analyze the application of the principles of propriety and good faith to the fulfillment of obligations to replace vanilla beans, with reference to Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg. First, it identifies and formulates parameters of propriety in the goods return process, including the conformity of replacement goods with the agreed-upon specifications, the reasonableness of the grounds for rejection, the sufficiency of evidence establishing nonconformity, the consistency of the parties' conduct, and compliance with agreed-upon deadlines. Second, it examines the role of the principle of good faith, as provided under Article 1338(3) of the Indonesian Civil Code in conjunction with Article 1339, in evaluating the reasonableness of the parties' performance of their replacement obligations.

2. RESEARCH METHODOLOGY

This study employs a normative legal research method using statutory, conceptual, and case-based approaches. The statutory approach examines Articles 1457, 1338(1), 1338(3), and 1339 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata). The conceptual approach explores the legal concepts of propriety, good faith, contractual performance, goods returns, and breach of contract (wanprestasi). The case-based approach focuses on Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg, particularly the contractual obligation to provide replacement vanilla beans.

The legal materials consist of primary legal sources, including statutory provisions and court decisions, and secondary legal sources, including books, scholarly journal articles, and expert opinions. The materials were collected through literature review and documentary analysis, with particular attention to applicable legal norms, the factual chronology of the case, the available evidence, the court's legal reasoning, and its final judgment.

The legal materials were analyzed qualitatively using descriptive-analytical and prescriptive methods, supported by grammatical and systematic interpretation and deductive reasoning. The analysis focused on five criteria: the conformity of replacement goods with the agreed-upon quality specifications, the objectivity of the grounds for rejection, the reasonableness of the parties' conduct, compliance with

established deadlines, and the application of the principles of good faith and propriety in the performance of contractual obligations.

3. RESEARCH RESULT AND DISCUSSION

3.1. Parameters for Assessing the Reasonableness of Goods Returns in Fulfilling Vanilla Bean Replacement Obligations: An Analysis of Decision No. 44/Pdt.G/2022/PN Tmg

The reasonableness of a goods return cannot be determined solely by whether one of the parties has returned or rejected a product. Instead, it must be assessed by examining the relationship between the contractual specifications, the actual condition of the goods, the objective grounds for rejection, the conduct of the parties, and compliance with the agreed-upon timeframe. These five parameters constitute an analytical framework derived from general principles of contract law rather than a set of cumulative requirements expressly established in a single statutory provision.

Article 1338(1) of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata) establishes the binding force of legally concluded agreements, while Article 1338(3) requires that such agreements be performed in good faith. Both provisions must be read in conjunction with Article 1339, which extends the legal effects of an agreement to obligations arising from equity, customary practices, and statutory law, in accordance with the nature of the agreement. Taken together, these provisions indicate that contractual performance cannot be evaluated solely in terms of formal compliance with written clauses. It must also be assessed in light of whether the parties' conduct reasonably advances the objectives of the contract. Reasonableness therefore serves as an evaluative standard that prevents buyers from exercising their right to reject goods arbitrarily and sellers from treating the mere delivery of replacement goods as complete performance without regard to the quality promised.

The first parameter concerns the conformity of replacement goods with the quality specifications agreed upon in the contract. In the case of Budi Harto v. Ester Trianawati, the original transaction involved Grade A Tahitian-variety vanilla beans valued at IDR 506,213,400. A dispute arose when the plaintiff challenged the quality of the goods, citing a strong, unpleasant odor, and requested either a refund or replacement goods. The replacement goods subsequently delivered also presented quality concerns, including the presence of mold. These circumstances demonstrate that the physical delivery of replacement goods does not automatically constitute the fulfillment of contractual obligations. The decisive consideration is whether the replacement goods conform to the agreed-upon quality standards. In particular, the term premium, as used in the statement letter dated February 27, 2021, must be assessed in terms of whether it corresponds to sufficiently clear and objectively verifiable specifications.

Quality standards provide a benchmark for determining whether contractual obligations have been fulfilled while limiting the scope for subjective interpretation by the parties.[12] If the replacement goods are proven to fall below the agreed-upon standards, their rejection may be contractually justified. Conversely, if the goods satisfy the specified requirements and the rejection lacks an objective basis, the buyer's conduct must be assessed in light of the obligation to act in good faith. Good faith does not require a buyer to accept goods under all circumstances; however, it also precludes rejection without a reasonable and substantiated basis.[13] Accordingly, the actual quality of the goods becomes the central consideration in reconciling the seller's contractual obligations, the buyer's rights, and the court's assessment of reasonableness.

The second parameter concerns the validity and objectivity of the grounds for rejecting the goods. Such grounds must be directly relevant to the contractual obligations, including alleged quality deficiencies, physical damage, or failure to satisfy specified product requirements. Objections concerning an unpleasant odor and the presence of mold are relevant because they directly concern the quality of the vanilla beans. Nevertheless, such allegations cannot be evaluated solely on the basis of one party's assertions. The assessment must consider the consistency between the stated grounds for rejection, the verifiable condition of the goods, and the quality standards governing the transaction. This parameter also serves to maintain a balance between the parties' interests: buyers should not be required to accept goods that objectively fail to conform to the contract, while sellers should be protected against unjustified rejections unsupported by sufficient evidence.

The third parameter concerns the evidentiary substantiation of goods nonconformity. Article 1865 of the Indonesian Civil Code and Article 163 of the Herziene Inlandsch Reglement (HIR) govern the burden of proof, requiring parties who assert a right or allege an event to substantiate their claims. The relevant evidence should establish the condition of the goods, the agreed-upon quality standards, the grounds for the return, and the actions taken by the parties after the alleged nonconformity was discovered. Proof of payment, correspondence, shipping and return records, written statements, and witness testimony may help reconstruct the sequence of contractual performance. Where relevant and available, technical inspections and expert testimony may further strengthen the assessment of the goods' condition. Because the judgment under review does not indicate that specific technical testing was conducted, this study cannot conclude that the quality of the vanilla beans was verified through laboratory

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[12] Mochamad Novel et al., "Tolok Ukur Pemenuhan Prestasi Dalam Hubungan Hukum Kontraktual: Analisis Putusan Nomor 1796 K/Pdt/2015," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 1 (2026): 102–11, https://doi.org/10.61104/alz.v4i1.2991.

[13] Daintywise Daintywise, "Implikasi Yuridis Perubahan Kkebijaksanaan Dan Strategi Distribusi Perusahaan Sebagai Salah Satu Syarat Penunjukan Distributor Baru: Studi Kasus Putusan Mahkamah Agung Republik Indonesia Nomor 377 PK/PD 377 Pk/Pdt/2019 Juncto Pengadilan Tinggi Banten Nomor 141/Pdt/2017/PT.BTN," *Indonesian Notary* 2 (2020): 10.

analysis. Any conclusions concerning nonconformity must remain confined to the facts and evidence expressly documented in the judgment.

The fourth parameter concerns the consistency of the parties' conduct throughout the return process. The principle of good faith requires conduct consistent with contractual commitments, including transparency in communicating objections, a willingness to provide information about the condition of the goods, and reasonable efforts to resolve disputes. In the case under examination, the repeated return of replacement goods suggests that the parties had not resolved the issues surrounding contractual performance. Nevertheless, repeated returns do not, in themselves, establish that the buyer acted improperly or that the seller consistently failed to fulfill the contractual obligations. Rather, the assessment must connect the grounds for each return to the quality of the goods delivered and the parties' responses to previously identified deficiencies. Consistency of conduct therefore serves as an indicator of whether the parties are genuinely seeking to resolve the dispute in accordance with the contract or, conversely, engaging in conduct that impedes its fulfillment.

The fifth parameter concerns compliance with agreed-upon deadlines. The statement letter dated February 27, 2021, provides a crucial basis for determining the parties' continuing obligations following the dispute over the quality of the goods. According to the case record, the defendant was required to deliver premium-quality vanilla beans or issue a refund no later than May 15, 2021. The court recognized the document as valid and binding and concluded that the defendant had committed a breach of contract (wanprestasi) by failing to fulfill the agreed-upon obligations in accordance with the stipulated terms. Once the parties have agreed on a mechanism for resolving a dispute and established a corresponding deadline, they are expected to comply with those obligations. The delivery of replacement goods does not automatically eliminate a breach of contract if the goods fail to satisfy the agreed-upon quality standards. Similarly, the seller cannot be considered to have fulfilled the contractual obligations if the alternative remedy of a refund is not provided as required.

This study builds on Erungan's analysis of good faith in sales transactions and the legal consequences of breach of contract,[14] as well as Hapsari and Setiyawan examination of the role of good faith in resolving civil disputes.[15] Amin, in studying delays in replacing returned goods, likewise emphasizes the importance of timeliness and dispute resolution mechanisms in fulfilling contractual obligations.[16] Meanwhile, Kusnodin highlights the evolving interpretation of good faith as an objective standard of propriety and fairness.[17] Although the present study is consistent with these findings,

[14] Erungan, "Penerapan Prinsip Itikad Baik Dalam Perjanjian Jual Beli Ditinjau Dari Kitab Undangundang Hukum Perdata."

[15] Hapsari and Setiyawan, "Penerapan Asas Itikad Baik Dalam Penyelesaian Sengketa Perdata."

[16] Amin, "Wanprestasi Sales Dalam Perjanjian Retur Barang Kepada Toko Di Desa Sungai Ringin Kabupaten Sekadau."

[17] Kusnodin, "Transformasi Doktrin Itikad Baik Dalam Perjanjian Di Era Digital."

it places particular emphasis on the interaction among replacement quality, the grounds for rejection, the burden of proof, consistency of conduct, and compliance with deadlines within a unified analytical framework. Unlike studies focusing on electronic transactions or consumer protection in online marketplaces, this research examines the fulfillment of replacement obligations under a written agreement in the context of a conventional sales dispute.

Propriety should be understood as an objective evaluative standard that connects the substance of a contractual agreement with the manner in which the parties perform their respective obligations. Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg underscores the importance of the binding force of a written agreement and compliance with specified deadlines. However, assessing the reasonableness of a goods return requires a more structured examination of the quality of replacement goods and the grounds for their rejection. The limited discussion of these parameters in the judgment does not necessarily indicate judicial error; rather, it highlights an opportunity to develop more comprehensive legal arguments in the analysis of similar cases.

This study formulates five interrelated parameters for assessing the reasonableness of goods returns: conformity of replacement goods with the agreed-upon quality standards, reasonableness of the grounds for rejection, sufficiency of the supporting evidence, consistency of the parties' conduct, and compliance with agreed-upon deadlines. These parameters should be applied contextually, taking into account the contractual terms, the relevant provisions of the Indonesian Civil Code, and the facts established in the proceedings. The principal contribution of this study is to demonstrate that assessing breach of contract in disputes involving goods returns cannot rely solely on whether goods have been delivered or returned. Instead, the assessment must determine whether the actual performance conforms to the contractual agreement and whether the parties have fulfilled their obligations reasonably and in good faith.

3.2. The Principle of Good Faith in Assessing the Reasonableness of Obligations to Replace Vanilla Beans That Fail to Conform to the Agreement

The principle of good faith provides a normative standard for evaluating how parties fulfill their contractual obligations, while the concept of propriety—understood in terms of reasonableness and fairness—helps determine whether their conduct is consistent with the content, nature, and purpose of the agreement. Contractual performance cannot be assessed solely on the basis of the formal delivery of replacement goods. It must also account for the quality of the goods, the validity of the grounds for rejection, the consistency of the parties' conduct, and compliance with agreed-upon deadlines.

Good faith encompasses honesty, trust, responsibility, and respect for the legitimate interests of the other party in a contractual relationship. Article 1338(3) of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata) requires all agreements to be performed in good faith, while Article 1339 extends the binding effect of an agreement to obligations arising from equity, customary practices, and statutory law, in accordance with the nature of the agreement. Read together, these provisions establish a complementary normative framework: good faith guides the parties' conduct, whereas propriety provides an objective benchmark for evaluating that conduct. This distinction is important because contractual performance may appear formally compliant while substantively failing to achieve the performance contemplated by the agreement.

The underlying legal relationship arose from a transaction involving Grade A Tahitian-variety vanilla beans between Budi Harto (the plaintiff) and Ester Trianawati (the defendant), with a total transaction value of IDR 506,213,400. A dispute over the quality of the goods led the parties to execute a statement letter dated February 27, 2021. Under this document, the defendant was required to deliver premium-quality vanilla beans or refund the purchase price no later than May 15, 2021. Although replacement goods were delivered on several occasions, they were subsequently returned, and the obligation to provide conforming replacement goods or issue a refund remained unfulfilled in accordance with the agreement. The court declared the statement letter valid and binding and held that the defendant had committed a breach of contract (wanprestasi).

The principle of good faith requires an assessment of the substance of contractual performance rather than merely its outward appearance. Although the delivery of replacement goods may indicate an attempt to fulfill a contractual obligation, it does not establish proper performance if the goods fail to conform to the agreed-upon standards.[18] Sellers are expected to act reasonably by ensuring that replacement goods satisfy the required specifications. If an adequate replacement cannot be provided, the seller must fulfill the alternative obligation specified in the agreement, namely, issuing a refund. Buyers must exercise their contractual rights responsibly by providing legitimate reasons for rejecting goods and supporting their objections with sufficient evidence. The principle of good faith is therefore reciprocal and cannot be construed as an obligation imposed exclusively on the seller.

The application of the principle of good faith can be further examined through three dimensions. The first is the substantive dimension, which concerns whether the replacement goods satisfy the quality standards stipulated in the agreement. It is insufficient for the seller merely to demonstrate that the goods were dispatched; the

[18] Nur Azza Morlin Iwanti and Taun Taun, "Akibat Hukum Wanprestasi Serta Upaya Hukum Wanprestasi Berdasarkan Undang-Undang Yang Berlaku," *The Juris: Jurnal Ilmu Hukum* 6, no. 2 (2022): 361–351, https://doi.org/10.56301/juris.v6i2.601.

seller must also establish that they conform to the contractual requirements. The second is the behavioral dimension, which encompasses the honesty, consistency, and reasonableness of the parties' conduct throughout the replacement process. Sellers are expected to address quality-related complaints seriously, while buyers must base their rejections on legitimate and objectively supportable grounds. The third is the temporal dimension, which concerns compliance with the deadlines for fulfilling contractual obligations. The deadline of May 15, 2021, established a clear timeframe for completing the agreed-upon remedial obligations, whether through the delivery of conforming replacement goods or the issuance of a refund. These three dimensions constitute an analytical framework for applying the principles of good faith and propriety to contractual performance; they should not be understood as a classification expressly prescribed by the Indonesian Civil Code.

The assessment of good faith cannot be based solely on assumptions about the parties' subjective intentions. Article 1865 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata) and Article 163 of the *Herziene Inlandsch Reglement* (HIR) establish the legal basis for determining the burden of proof concerning asserted rights and alleged events. Contractual documents, proof of payment, shipping records, records of returned goods, and witness testimony must be examined collectively to determine whether the parties have properly fulfilled their contractual obligations. Technical inspections and expert testimony may also help establish whether the quality of the goods deviates from the agreed-upon specifications. However, because the court decision analyzed in this study does not identify any specific technical testing, it cannot be concluded that the quality of the vanilla beans was verified through laboratory analysis. Accordingly, any assessment of good faith must remain grounded in the facts documented in the case and the evidence considered by the court.

The findings of this study are consistent with Erungan, who argues that the obligation to perform a sales contract in good faith follows from the binding force of the agreement and that a breach may give rise to legal consequences.[19] Similarly, Hapsari and Setiyawan identify good faith as a fundamental principle in resolving civil disputes, including through negotiation, mediation, and the implementation of settlement agreements.[20] Meanwhile, Rahma et al. emphasize that contractual freedom is constrained by the requirements of propriety and fairness.[21] These studies establish that contractual performance is inseparable from the parties' conduct and their obligation to respect each other's legitimate interests. The present study extends this perspective by applying it specifically to disputes concerning obligations to replace

[19] Erungan, "Penerapan Prinsip Itikad Baik Dalam Perjanjian Jual Beli Ditinjau Dari Kitab Undangundang Hukum Perdata."

[20] Hapsari and Setiyawan, "Penerapan Asas Itikad Baik Dalam Penyelesaian Sengketa Perdata."

[21] Rahma et al., "Analisis Hukum Terhadap Implementasi Prinsip Itikad Baik Dalam Perjanjian Hak Tanggungan."

goods whose quality is contested and whose resolution is subsequently governed by a written agreement.

This analysis also relates to Kusnodin, who argues that the interpretation of good faith (iktikad baik) should extend beyond subjective intentions to encompass an objective standard of propriety and reasonableness.[22] This perspective supports the assessment of observable and verifiable conduct rather than inferences about a party's sincerity based solely on presumed intentions. In the vanilla bean dispute, an objective approach makes it possible to examine the quality of replacement goods, the grounds for their rejection, the seller's response to complaints, and compliance with the agreed-upon deadline. The present study differs from research focused exclusively on digital contracts or online marketplace transactions because it examines the fulfillment of contractual obligations under a written agreement in a conventional sales dispute.

The principle of good faith serves both an evaluative and a corrective function in the performance of contractual obligations, including obligations to replace goods.[23] Its evaluative function involves determining whether the parties' conduct conforms to reasonable standards of behavior. Its corrective function becomes relevant when a strictly formal interpretation of contractual provisions must be supplemented by consideration of the agreement's underlying purpose and the legitimate interests of both parties. Nevertheless, the principle of good faith cannot be used to disregard contractual terms arbitrarily, circumvent the applicable burden of proof, or automatically establish a breach of contract (wanprestasi) without a comprehensive examination of the relevant legal requirements.[24]

In Temanggung District Court Decision No. 44/Pdt.G/2022/PN Tmg, the principal basis for establishing a breach of contract was the failure to fulfill the obligations stipulated in a formal written statement (Surat Pernyataan) within the agreed-upon timeframe. Accordingly, an analysis of good faith can provide a deeper understanding of the substantive circumstances underlying nonperformance, but it does not necessarily establish that the presiding judge explicitly applied every dimension of the analytical framework proposed in this study. Likewise, limited judicial discussion of the applicable standards of good faith does not, in itself, demonstrate that the judgment was legally erroneous.

The principle of good faith, as stipulated in Article 1338(3) of the Indonesian Civil Code in conjunction with Article 1339, should be applied comprehensively, objectively, and on the basis of evidence when assessing the reasonableness of the fulfillment of

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22 Kusnodin, "Transformasi Doktrin Itikad Baik Dalam Perjanjian Di Era Digital."

23 Aria Simon Putra Adi Pataka et al., "Asas Itikad Baik Dalam Penyelesaian Wanprestasi Kontrak Jual Beli Properti," *Jurnal Hukum Dan HAM Wara Sains* 5, no. 03 (2026): 624–29, https://doi.org/10.58812/jhhws.v5i03.2937.

24 Juan Matheus, "E-Arbitration: Digitization Of Business Dispute Resolution Pada Sektor E-Commerce Dalam Menyongsong Era Industri 4.0 Di Tengah Pandemi Covid-19," *Lex Renaissance* 6, no. 4 (2021): 692–704.

replacement obligations. Such fulfillment cannot be determined solely by the frequency with which replacement goods are delivered. Rather, it depends on whether the goods satisfy the agreed-upon quality standards, whether the grounds for rejection are reasonable and adequately substantiated, whether the parties' conduct remains consistent with their contractual commitments, and whether the agreed-upon deadlines are observed. This analytical framework clarifies the relationship among good faith, propriety, and breach of contract, providing a foundation for resolving disputes over goods returns in a more balanced manner while preserving legal certainty and the binding force of contractual agreements.

4. CONCLUSION

The reasonableness of goods returns can be assessed using five parameters: the conformity of replacement goods with the agreed-upon quality specifications, the reasonableness of the grounds for rejection, the sufficiency of evidence establishing nonconformity, the consistency of the parties' conduct, and compliance with agreed-upon deadlines. The principle of good faith provides an objective standard for evaluating contractual performance by requiring the parties to act honestly, reasonably, and consistently, rather than relying solely on formal compliance with the terms of the agreement. These findings demonstrate that the fulfillment of replacement obligations must be evaluated in light of the substance of contractual performance, the available evidence, and the agreement between the parties. This study contributes an analytical framework that judges and legal practitioners can use to resolve disputes concerning goods returns. However, its findings are limited by the normative legal approach and reliance on a single court decision. Accordingly, further efforts are needed to develop evidence-based guidelines for assessing goods returns and to establish clearer standards for compliance with contractual deadlines. Future research should examine a broader range of court decisions and investigate goods return practices across different commercial sectors to empirically evaluate the applicability and effectiveness of the proposed parameters.

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