Pacta Sunt Servanda as Legal Certainty in a Fixed-Term Employment Agreement

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***Abstract*-Civilisation brings with it the complexity of interests within society. The interests of individuals in a society require clear limitations in the form of legal certainty to create order in their collective life. A Fixed-Term Employment Agreement (PKWT) is a form of specific law (autonomous law) that serves as the basis for contractual obligations between workers and employers in an industrial society (workers, employers, government). In its written form, a PKWT does not automatically give rise to pacta sunt servanda as legal certainty. Article 1338 paragraph (1) of the Indonesian Civil Code stipulates that an agreement can be binding as law for the parties if it is made legally. This paper uses a normative juridical method by analysing legal principles in the application of laws related to the legal issues discussed herein. This paper examines how a PKWT can establish pacta sunt servanda as legal certainty for the workers and employers who create it. It begins with the relationship between contractual obligations and legal certainty, and agreements as one of the sources of obligations that are binding as law for those who make them (pacta sunt servanda). It then continues with pacta sunt servanda in a fixed-term employment agreement, detailing how the validity of such an agreement is achieved, and concludes that pacta sunt servanda as legal certainty in a fixed-term employment agreement can only be established when the freedom of contract of the parties remains subject to all relevant regulations and does not deviate from the principles of contract law**

Keywords-Pacta Sunt Servanda, Legal Certainty, Fixed Term Employment Agreement

I. INTRODUCTION

Talking about society, of course we will talk about law, Cicero said ubi societas ibi ius, which means where there is society, there is law.[1] This situation shows that the law is always growing, considering that society's need for law always grows according to its civilization. In other words, the current law (ius constitutum) will not necessarily be in accordance with the needs of society in the future, so a law that covers the needs of society in the future is also needed (ius constituendum). The existence of the law is expected to be able to provide guidance in the life of the community, as a guide to the orderly behaviour of each individual. The function of the law as a guide to behaviour certainly requires certainty in the law itself. The existence of the law will not be meaningful if certainty is not inherent in it, how can a guideline or guidance be able to provide definite limitations when its existence is still multi-intepretation. Certainty is one of the characteristics of law, especially in this case is the written law which is certainly in every field of law that exists, for example the principle of nullum delictum nula poena sine praevila lege poenali or known as the principle of legality in criminal law or public law. Legal certainty is also needed in the realm of private or civil law, which is the law that regulates legal relations between individuals. Both examples of areas the law has attempted to provide

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legal certainty in general in a legal codification, the Criminal Code (Wetboek van Strafrech) and the Civil Code (Burgelijk Wetboek) are its manifestations.

Related to legal certainty in the civil context, the existence of the Civil Code as legal guidance between individuals in the context of agreements regulated in the third book is open. The philosophy of the open nature of the Civil Code is none other than because it is realised that private interests in society are very complex and dynamic, so that in the context of an agreement the parties have the right to regulate the substance of the agreement between them by using what is in the Civil Code or regulating specifically what is not regulated in the Civil Code, thus the meaning of the nature of Aanvullenrech attached to the Civil Code (as a new complementary law that will apply when the parties do not specifically regulate it in the agreement).

The nature of the Anvulentrech mentioned above is a reflection of one of the principles in the law of agreements known as the principle of freedom of contract. The principle that gives the parties the opportunity to determine specifically according to the interests between them. Agreements made with the freedom of the parties are then binding, as stated in Article 1338 paragraph (1) of the Civil Code which states "agreements are binding as laws for the parties who make them", in this article the principle of pacta sunt servanda is affirmed as a form of legal certainty for the parties who make them. [Based on Article 1338 paragraph 1 above, it can be interpreted that every substance of the agreement made by the parties is a special law or lex specialis for these parties, thus non-compliance with the agreement makes the violator can be prosecuted before the law (court) by the party whose promise is violated. The existence of the principle of pacta sunt servanda applies to every agreement, including work agreements made by workers and employers.

PKWT is a form of work agreement where the work relationship between the worker as the recipient of work and the employer as the employer is limited to a certain time, or the completion of certain work. PKWT as the basis of legal relations, carries a legal function as a basis for legal certainty between workers and employers. The existence of the conception of employment relationship that is limited to a certain time is still a very relevant legal issue to be studied, considering that labour law issues continue to be dynamic from time to time. The turmoil of rejection of changes in laws and regulations by trade unions at the level of drafting the legal basis, as reported on the Kompas.com page in January 2023 which reported the rejection of trade unions to the PKWT provisions in the Perpu on Job Creation, Perpu Number 2 of 2022 concerning Job Creation. [3] Even at the level of industrial relations implementation, disputes still often arise between workers and employers, as data from the Ministry of Manpower, data on industrial relations disputes from January 2024 to March 2024 recorded 1,009 cases [4], in which there are non-permanent contracts as one of the objects, both related to rights disputes and related to interest disputes.

The fact of legal issues arising related to PKWT, as mentioned above, at least indicates the absence of the legal certainty that should be inherent in a PKWT as a guide for the behaviour of the parties who create it. In this regard, this paper will examine how a PKWT can give rise to pacta sunt servanda as legal certainty for the workers and employers who create it.

II. LITERATURE REVIEW

A. Pacta Sunt Servanda

All agreements made legally, apply as laws for those who make them. This formulation is an affirmation of the principle of pacta sunt servanda in Article 1338 paragraph (1) of the Civil Code. Thus, the existence of this principle is one of the pillars in the law of engagement applicable in Indonesia, in addition to other principles of engagement law. Pacta sunt servanda, which literally means that promises must be kept, is in principle a form of respect for every promise made by the pledging party, and the implication of the binding agreement is that the party who breaks his promise is called default. Aziz T. Taliba said that pacta sunt servanda is the sacralisation of the agreement, by following the limitations of the provisions correctly, everyone is free to make any agreement according to their will, and if with that freedom they then decide to make an agreement then the agreement is binding on them."[5]

The fact that there are legal problems related to PKWT as mentioned above, at least can show that there is no meaning of legal certainty that should be present in PKWT as a guide to the behaviour of the parties who make it. In

connection with this, this paper will examine how a non-permanent contract can give birth to pacta sunt servanda as legal certainty for workers and employers who make it.

According to Ridwan Khairandy, the principle of pacta sunt servanda has a close relationship with freedom of contract, where the emergence of freedom of contract is influenced by the recognition of individual autonomy from the notion of individualism, which in the economic field at that time was reflected in the laissez faire flow (without government intervention) and Bentham's utilitarianism philosophy which carries the ideology of free choice. The existence of pacta sunt servanda today is strongly influenced by canon law (Ius canonicus), that a promise is associated with sin, in any form whether written or unwritten its violation is considered sinful as well as all promises whether made on oath or not are still considered binding in the eyes of God. In the doctrine of the Roman praetor pacta sunt servanda comes from the word pacta conventa seabo which means I honour the covenant."[6]

The historical fact of the emergence of the principle of pacta sunt servanda, shows that it is a very basic principle of treaty law. its existence becomes a basic norm in the formation of various agreements both at the individual level to the level between states in international law. The importance of this principle is then by various countries in the world although with different legal systems adopting this principle into their national laws, such as in Indonesia contained in the Civil Code Article 1338 paragraph (1) as mentioned above.

B. Legal Certainty

Society needs law as well as the law will be meaningful in the presence of society, this statement certainly needs to be supported by certainty in the law. The existence of the law as a guide to the behaviour of the parties bound, will be difficult to do if the law is biased, multi-interpretation or full of uncertainty. With regard to legal certainty, especially in agreement law, Mariam Darus Badrulzaman places certainty as one of the principles of agreement. The principle of legal certainty in the agreement means that the agreement as a legal figure must contain legal certainty. This certainty is revealed from the binding force of the agreement, which is as a law for the parties."[7]

Legal certainty in relation to the principle of pacta sunt servanda according to Ricardo Simanjuntak stated, that pacta sunt servanda is the principle of certainty so that for every promise that has been mutually agreed upon, the parties are subject to and respect it and if one party is negligent or fails to carry out the agreement, he is obliged to pay compensation to the party who is harmed by the negligence or failure. [8] Legal certainty is generally associated with legislation or written law, regarding this Satjipo Rahardjo argues that written law is a characteristic of modern law that serves modern life which is increasingly diverse and complex. Furthermore, it is said that the advantages of written law, among others, are that what is regulated in it is easy to know [9].

C. Fixed Term Employment Agreement

A Fixed-Term Employment Agreement or PKWT is part of a work agreement which is the source of an obligation originating from an agreement. In daily practice, according to FX Djumialdji, PKWT consists of two types, contract workers and seasonal workers. The former is a worker whose employment relationship is based on a certain period of time stipulated in an agreement or determined by law, while the latter is a worker whose employment relationship is based on a certain period of time which is based on custom."[10]

Although there is no explicit definition in Chapter 7 of the Third Book of the Civil Code, non-permanent contracts are regulated in Article 1603 e paragraph (1) which states "the employment relationship ends by operation of law, with the expiration of the time stipulated in the agreement or regulation, or in the provisions of the law, or again if it does not exist by custom."[11] In line with the dynamics of society, the definition of non-permanent contracts continues to evolve over time. There are changes in the formulation with what is in the Civil Code article above, to accommodate changes in the concepts and activities that fall under the criteria of non-permanent contracts. Thus, for reference, as the principle of lex posteriori, the formulation in the last legal provision applies.

III. METHODS

In this writing, a normative juridical research method is used, namely research that examines legal issues while providing a perscription of what should be.[12] The approach in this writing is a statute approach, namely by analysing legal principles and laws and regulations related to the problems in this writing, namely how a PKWT can give birth to pacta sunt servanda as legal certainty. This writing uses two sources of law, first is primary legal material, namely laws and regulations, in this case hierarchically starting from the highest regulation (lex superiori) of the 1945 Constitution, lex generali of the Civil Code, and lex specialist consisting of Law Number 13 of 2003 concerning Manpower, Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law and Government Regulation Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations. The second is secondary legal materials, namely legal publications including textbooks, legal dictionaries and legal journals. The legal materials are then analysed to find answers to the issues raised in this paper including the existence of engagement and legal certainty, agreements as a source of engagement, agreements apply as laws (pacta sunt servanda), pacta sunt servanda in PKWT, all of which are used to compile arguments in drawing a conclusion.

IV. RESULTS AND DISCUSSION

A. Binding and Legal Certainty

The existence of society means the existence of law, every line of individual life requires relations with other individuals in which there is a traffic of interests between them. Law acts as a limitator of individual freedom so as not to clash with other individuals in the implementation of interests (rights-obligations), so that it is hoped that with the law the orderly life in society is achieved. Limitation of individual behaviour in society is necessary so that there is no domination between them, the domination of the strong over the weak.

The common life of individuals in a society requires justice that is expected to be brought by the law. The development of law in order to carry out this mandate, today the study of law must pay attention to the relationship between legal order and broader social order."[9] The various ins and outs of social issues must be understood by law, through various other social science studies such as economics, politics, culture to be accommodated in a justice that it promotes. The issue of economic development, for example, according to Sattjipto Rahardjo requires law because of its ability to provide certainty of legal relations between people in society."[14]

In line with that, according to Gustav Radbruch, certainty is one of the essence of law in addition to expediency and its essence as justice. With certainty, the law will provide guidance for an individual to behave, which behaviour is appropriate and which behaviour violates, not multi interpretation so as not to raise doubts in its implementation. The guarantee of legal certainty in Indonesia is regulated in the constitution Article 28 D Paragraph (1) which states "everyone is entitled to recognition, guarantees, protection and certainty of a fair law and equal treatment before the law". (1945 Constitution). With the Constitution as lex superiori in the hierarchy of laws and regulations in Indonesia, it can be said that legal certainty is a principle that cannot be deviated from in the formation of laws and regulations below it. The crucial meaning of legal certainty as referred to in Article 28 D paragraph (1) above is reflected in the principle of legality in the field of criminal law as stated in Article 1 paragraph (1) of the Criminal Code and in its amendment in Article 1 paragraph (1) of Law Number 1 of 2023 concerning the Criminal Code. Meanwhile, in civil law, the principle of certainty is represented in the principle of pacta sunt servanda as stipulated in Article 1338 paragraph (1) of the Civil Code.

Civil law, which can be broadly interpreted as all material private law which is all the main laws governing individual interests,[15] if it is related with the Unitary State of the Republic of Indonesia which is multi-cultural and its history as a colony of other countries therefore, it is not easy to accommodate the interests of civil law in a National Legal Codification. Therefore, according to Subekti, civil law in Indonesia is called diverse or multicoloured, at least there is customary law or law that has long lived in the indigenous people of Indonesia, and the Burgelijk Wetboek and Burgelijk van Koophandel which were politically brought by the Dutch government at that time.[15] The enactment of the two Dutch-born legal codifications then until now has become a form of legal certainty in the civil

sector in Indonesia, of course, with various adjustments, both restrictions on enforcement and the preparation of specific laws, for example the Law on Employment, the Law on Limited Liability Companies and so on.

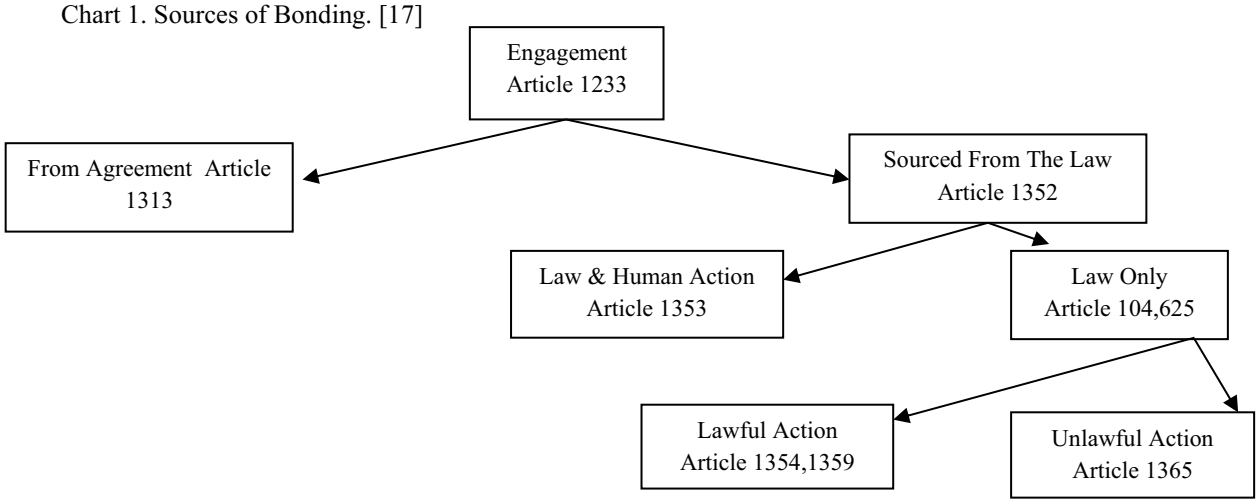
In particular, the Civil Code systematically consists of four books, namely the first book regulating persons and families, the second book regulating objects and inheritance law, the third book regulating ties and the fourth book regulating evidence and expiration. It is in this third book that the Aanvulenrech nature of the Civil Code is reflected, where civil law is complementary, namely providing open space for parties to regulate specifically, in detail and freely in the sense that they can refer to what has been regulated in the Civil Code or not. The open nature of the third book of the Civil Code can be said to be the flexible character of the Civil Code in order to accommodate the dynamics of binding interests in society, although by continuing to provide restrictions through various provisions therein.

B. Agreement as a Source of Binding

According to Subekti, the definition of an engagement is a legal relationship between two people or two parties, based on which one party is entitled to demand a right from the other party and the party is obliged to fulfil that demand.[16] In line with this opinion, Purwahid Patrik argues that although the definition of an engagement is not regulated in the third book of the Civil Code, science defines an engagement as a legal relationship in the field of property between two or more people where one party is entitled to something and the other party is obliged to something. [17] Still regarding the definition of an obligation, with similar substance but different diction Mariam Darus Badrulzaman defines an obligation as a legal relationship between two or more people, which is located in property, with one party entitled to an achievement and the other party is obliged to fulfil the achievement. [7] Thus, from the several definitions above, it can be said that the elements of an obligation are: a. the existence of a legal relationship; b. the subject is two or more people; c. in the field of property law; d. the right to get an achievement; e. the obligation to fulfil the achievement.

When viewed from its source, an obligation is born due to an agreement and can also be born due to law, as in Article 1233 of the Civil Code which states "Every obligation is born either by agreement, either by law."[11] Purwahid Patrik further describes in a concise chart as follows:

Chart 1. Sources of Bonding. [17]



Complementing the opinion on the two sources of engagement in the chart, Mariam Darus Badrulzaman argues that in addition to agreements and laws there are other sources of engagement, namely jurisprudence, written law and unwritten law and science. [7]

Regarding the definition and sources of obligations as mentioned by the experts above, this article will further discuss obligations arising from agreements. The definition of an agreement begins with a discussion about its

nomenclature, namely agreement and consent. Both agreement and consent are the same, as they involve two parties agreeing to do something. However, the term contract has a narrower meaning as it refers specifically to written agreements or consents. [16]

Furthermore, in the Indonesian Civil Code (KUH Perdata) as translated by Subekti, Article 1313, which regulates agreements, is translated as follows: "An agreement is an act by which one or more persons bind themselves to one or more other persons." An agreement, as one of the sources of obligations, can only be considered valid if it meets the validity requirements as stipulated in Article 1320 of the Indonesian Civil Code. These validity requirements are divided into subjective and objective conditions. The former consists of two aspects: the existence of consent (consensualism) and the competence of the parties. The latter consists of the existence of an object of the agreement and a lawful cause. Non-compliance with these conditions may result in an agreement being voidable or null and void by law. Specifically, an agreement can be voided (by the court) if it does not meet the subjective conditions, and it will be null and void by law if it does not meet the objective conditions. Conversely, if all these conditions are met, the agreement is valid and binding, or pacta sunt servanda.

C. Agreements as Law (Pacta Sunt Servanda)

As quoted by Mariam Darus Badrulzaman, Hugo De Groot stated, "The natural law principle dictates that promises are binding" (pacta sunt servanda). Similarly, Roscoe Pound stated, "that keeping promises is essential in social life." In the codification of Indonesian civil law, the binding nature of agreements is affirmed in Article 1338 paragraph (1) of the Indonesian Civil Code (KUH Perdata), which states, "All agreements made legally shall act as law for those who have made them." This article reflects the principle of pacta sunt servanda, which implies legal certainty: an agreement serves as law among those who make it, provided it is made legally. The freedom of individuals to create agreements, as per the principle of freedom of contract, cannot be interpreted partially but must be harmoniously integrated with other principles of obligation law. Explicitly, as stated in the phrase "all agreements made legally..." in Article 1338 paragraph 1, it opens the scope for all agreements (both named and unnamed agreements) but stipulates that the agreement must be made legally.

An agreement will act as law (autonomously) for the parties if it meets the requirements specified by law (heteronomously). This means that the freedom of the parties to create their governing law must still comply with the requirements set out by legislation. Fulfilment of Article 1320 of the Indonesian Civil Code is key to declaring an agreement valid. The breakdown is as follows:

1. The first condition is the consent of the parties binding themselves: This condition means that the parties involved in the agreement have reached a mutual understanding. In other words, what one party desires is also desired by the other party regarding the main subject of the agreement. This first condition embodies the principle of consensus. This principle can be interpreted that, fundamentally, an agreement is born when the parties reach an agreement, meaning the agreement exists when the parties have agreed on the main points of the agreement without needing formalisation. However, for certain agreements, the law requires them to be made in writing to be valid.
2. The second condition is the capacity to make an agreement**:** In this context, capacity refers to legal capacity, meaning a person who is considered an adult, is of sound mind, and is not under guardianship. Regarding capacity, Article 1330 of the Indonesian Civil Code (KUH Perdata) stipulates that those who are not capable of making agreements are minors, those under guardianship, and married women. However, in the case of the latter, developments have allowed a wife to perform legal acts as outlined in Supreme Court Circular No. 3 of 1963 and Law No. 1 of 1974 on Marriage. The adulthood of the legal subject required in the context of capacity refers to specific provisions related to the legal act to be performed. For instance, 18 years of age is considered adulthood in employment law. Regarding those under guardianship, it means that the person cannot act freely according to their will, and their legal acts must be represented by the guardian. For example, a person declared bankrupt will have their legal acts regarding their assets represented by a curator.
3. The third condition is a specific object: This means that the object of the agreement between the parties must be clear, at least enough to indicate the rights and obligations of each party in the event of a dispute. The law

does not require the object of the agreement to exist at the time the agreement is made; it is sufficient that it is specific in type and quantifiable. For example, an agreement between a food packaging company and a food manufacturer, where the packaging company promises to supply food packaging products over the next year, which obviously have not been produced at the time the agreement is made.

4. The fourth condition is a lawful cause**:** The content of the agreement must not violate statutory provisions. The term "lawful cause" in this context refers not to the intent but to the content of the agreement. For example, a lease agreement for land and buildings, even if the tenant intends to use the property for immoral activities such as prostitution or gambling, as long as the lease agreement does not explicitly state this intent, formal law cannot address the tenant's intent. Therefore, the lease agreement remains valid like any other lease agreement

Based on the explanation of the meaning of Article 1320 of the Indonesian Civil Code (KUH Perdata) above, the principle of pacta sunt servanda arising from an agreement is clear. However, for an agreement whose object is regulated by specific statutory requirements, the principle of pacta sunt servanda as legal certainty for the agreement must fulfil all the requirements in the specific regulations (heteronomous special law). This includes fixed-term employment agreements (PKWT), which are specifically regulated in various legal provisions. The dynamics of labour law regulations reflect the complexity of interests that need to be accommodated. Nevertheless, legal certainty in the context of this heteronomous law is accommodated by the principle of lex posteriori derogat legi priori, meaning that any irrelevant legislation can be set aside, amended, or repealed based on the latest regulations. Some current labour law provisions related to PKWT include Law No. 13 of 2003 on Labour, in conjunction with Law No. 6 of 2003 on the Establishment of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation, and Government Regulation No. 35 of 2021 on Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment.

D. Pacta Sunt Servanda in Fixed-Term Employment Agreements (PKWT)

As described above, legal certainty is necessary to support individual relationships within society, especially in the economic field and more specifically in matters of wealth. Thus, even though the dynamics of interests among them are so complex, the law grants them the freedom to form laws among themselves, while still providing clear and definite limitations. PKWT is a type of agreement within an employment relationship, where the employment relationship between the employer and the employee is limited by a specific period or the completion of a specific task. PKWT will be treated as autonomous law created by the employee and employer, provided it is made legally. As an agreement, PKWT must first generally comply with Article 1320 of the Indonesian Civil Code (KUH Perdata) as explained above, and specifically adhere to the lex specialis governing it, along with its amendments, following the principles of lex posteriori (the application of the most recent law) and lex superiori (the application of higher law).

PKWT is one form of autonomous law between the employee and employer, alongside Company Regulations (PP) or Collective Labour Agreements (PKB) drafted by the employer with the Labour Union (SP) or employee organisation within the company. In its position as autonomous law, PKWT is binding as law for the employee and employer who create it, while also being subject to the limitations set out in heteronomous law. According to the principle of pacta sunt servanda, when applied to PKWT, it can be formulated as follows: "A PKWT made legally is binding (as law) for the employee and employer." The binding force of a PKWT made legally by the employee and employer is their primary legal source, or conversely, a PKWT will not be binding if it is not made legally. Once a PKWT is legally valid, the rights and obligations stipulated within it provide legal certainty for them (the employer and employee who create it), ensuring certainty regarding rights on one hand and obligations on the other. If violated, the breaching party can be brought before the law or compelled to fulfil their obligations

E. Legality of PKWT

The strong role of PKWT in providing legal certainty within the legal relationship between employees and employers is limited by the government, which acts as part of the industrial society concept, playing roles as both regulator and supervisor in the legal relationship between employees and employers. The government's role as a regulator is to establish heteronomous laws that determine the legality of the legal relationship between employees

and employers. As a supervisor, the government monitors the implementation of these heteronomous laws within the legal relationship between employees and employers. In the context of PKWT, the heteronomous laws that regulate the legality of PKWT include the following:

1. Indonesian Civil Code (KUH Perdata)**:** As a form of agreement, PKWT is certainly bound by the provisions in the Indonesian Civil Code, particularly Book Three, Chapters I to IV, which regulate the general part of the law of obligations containing the principles of the law of obligations, and Chapter 7A, which covers employment agreements. As supplementary law (aanvullend recht), the provisions in the Indonesian Civil Code can be set aside for matters specifically regulated by special laws. Here, the legal principle of lex specialis derogat legi generali applies, where the Civil Code acts as the lex generalis.
2. Law No. 13 of 2003 on Manpower (UUK)**:** As a specific law, this law has been partially repealed and amended by new legislation integrated into the omnibus law or Job Creation Law (UUCK), where provisions related to PKWT are included. Therefore, this law remains valid as the framework for the legality of PKWT as long as it has not been altered or repealed by the UUCK. The legal principle of lex posteriori derogat legi priori applies here, with UUCK serving as the lex posteriori.
3. Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation: In the hierarchy of legislation in Indonesia, Law No. 6 of 2023 is the latest special regulation that is legally valid as a law in the development of labour law in Indonesia. It contains new regulations that amend and repeal previous provisions in Article 81, which contains 71 paragraphs. The latest provisions on PKWT are included in the labour cluster of this law.
4. Government Regulation No. 35 of 2021 on Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment: This regulation details the implementation of what is stipulated in the law. The detailed implementation of PKWT is covered in Chapter II of this regulation, which includes General Provisions; Implementation of PKWT; and Provision of Compensation Money.

V. CONCLUSIONS

As a form of agreement representing the mutual consent between the parties (employees and employers), a Fixed-Term Employment Agreement (PKWT) is a specific or autonomous law binding the parties who create it (pacta sunt servanda). It serves as a definitive guideline in their obligations, where violations can be legally enforced. However, despite being based on the principle of freedom of contract in its formulation, the establishment of pacta sunt servanda as legal certainty in PKWT must still adhere to the prevailing laws to achieve the validity of the PKWT. As stipulated in Article 1338 paragraph (1) of the Indonesian Civil Code, "all agreements made legally are binding as law for those who make them." The relevant laws include the Indonesian Civil Code, Law No. 13 of 2003, in conjunction with Law No. 6 of 2023, and Government Regulation No. 35 of 2021. Therefore, the establishment of pacta sunt servanda in a PKWT as legal certainty for both employees and employers requires adherence to all applicable legal principles of agreements and the specific regulatory provisions mentioned above, covering both procedural and substantive rules.

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