

RESEARCH ARTICLE



LEGAL ANALYSIS OF THE VALIDITY OF INTERNATIONAL CONTRACTS IN FOREIGN LANGUAGES: A STUDY OF DECISION NUMBER 135/PDT/2020/PT.DKI

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ABSTRACT

This study aims to analyze the validity of international contracts drafted in a foreign language without an official translation into Bahasa Indonesia, based on the Decision of the Jakarta High Court Number 135/PDT/2020/PT.DKI. The main issues discussed are: (1) how Indonesian positive law regulates the use of language in international contracts involving Indonesian parties, and (2) how the judges interpret the obligation to use Bahasa Indonesia and its implications for the principle of freedom of contract. The research employs a normative juridical method, using both a statute approach and a case approach. The findings indicate that the court strictly interpreted Article 31 of Law Number 24 of 2009 as a formal requirement for contracts involving Indonesian parties. Consequently, contracts drafted solely in a foreign language without an Indonesian version are deemed formally defective and cannot be used as a legal basis in court proceedings. This approach reflects the protection of national interests and legal sovereignty but creates tension with universal principles of international contract law such as freedom of contract and *pacta sunt servanda*. Therefore, a harmonization between national law and international contract law principles is essential to achieve a balance between national legal certainty and global business flexibility. It is also recommended that the government issue a clearer implementing regulation for Article 31 of the Language Law to prevent legal uncertainty for foreign investors operating in Indonesia.

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1. Introduction

The development of cross-border business activities in the era of globalization has led to a significant increase in the number of international contracts involving business actors from different legal jurisdictions. In practice, contracting parties generally use a language considered neutral namely English to ensure a shared understanding of contractual rights and obligations. Contract language functions not only as a means of communication but also plays a strategic role as an evidentiary instrument that determines legal certainty and the enforceability of the parties' legal relationship (Soavi et al., 2022). However, within the context of Indonesia's national legal system, the use of foreign languages in contracts involving Indonesian parties gives rise to distinct legal problems, particularly since the enactment of Law Number 24 of 2009 on the National Flag, Language, State Emblem, and National Anthem (hereinafter referred to as the Language Law).

Article 31, paragraph (1) of the Language Law mandates that every memorandum of understanding or agreement involving state institutions, government agencies, Indonesian private entities, or Indonesian citizens must be executed in the Indonesian language. This provision has significant legal implications for the validity of international contracts drafted in a foreign language without an official Indonesian translation. Normatively, this obligation has generated debate regarding whether the use of the Indonesian language constitutes merely an administrative requirement or has evolved into a formal legal requirement that affects the validity of a contract itself (Dwikornida & Islam, 2024). This ambiguity raises a fundamental question: Do international contracts drafted solely in a foreign language remain valid and legally binding in Indonesia, or are they considered formally defective for failing to comply with Article 31 of the Language Law.

This issue has become increasingly relevant in judicial practice, as reflected in the Decision of the Jakarta High Court Number 135/PDT/2020/PT.DKI, which examined a dispute between PT Citra Abadi Kota Persada (Indonesia) and MDS Investment Holding Limited (British Virgin Islands). The decision was subsequently affirmed by the Supreme Court Decision Number 3635 K/Pdt/2021, which emphasized that

foreign-language agreements submitted to the court must be accompanied by an official translation prepared by a sworn translator to be accepted as valid evidence. In the case at hand, the dispute originated from a Term Sheet dated June 3, 2014, concerning an equity purchase in PT Perdana Gapuraprima Tbk. The panel of judges held that the unofficial translation submitted by the plaintiff could not be equated with an official translation, as it gave rise to differences in meaning between the original text and its translation and resulted in ambiguity regarding the substance of the agreement (*obscuur libellum*). Consequently, the claim was declared inadmissible (*niet ontvankelijk verklaard*) due to a formal defect in the linguistic aspect of the contract.

This ruling demonstrates that the obligation to use the Indonesian language is no longer perceived merely as an administrative formality but has transformed into a formal evidentiary requirement that may determine whether a claim is admissible before the court. It illustrates how linguistic aspects of a contract can hinder judicial examination of the substantive dispute, such as breach of contract, even where a material legal relationship between the parties is clearly established. This condition simultaneously reveals a tension between national law and international contractual practice. In the context of international contract law, the principle of freedom of contract is widely recognized, granting parties autonomy to determine the content, form, and language of their agreement, provided that it does not contravene applicable legal provisions. International instruments such as the UNIDROIT Principles of International Commercial Contracts (PICC) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not treat language as a requirement for contractual validity, but instead emphasize party autonomy and good faith in contractual performance ([Jansen, 2009](#)). Accordingly, when an international contract that is substantively valid under international legal principles is deemed formally defective under Indonesian law, serious issues arise concerning legal certainty and the protection of foreign business actors investing in Indonesia.

Several previous studies have examined the obligation to use the Indonesian language in contracts. [Lupton \(2024\)](#), argues that Article 31 of the Language Law has the potential to create legal uncertainty due to the absence of explicit sanctions for non-compliance. [Sugastuti & Purnamasari \(2023\)](#), contends that the language requirement should not affect contractual validity as long as the substantive requirements for a valid agreement under Article 1320 of the Indonesian Civil Code are fulfilled. Nevertheless, other studies indicate that Indonesian courts tend to place significant emphasis on formal aspects, including contract language, particularly in evidentiary proceedings ([Sugiarto, 2016](#)). [Mattila & Goddard \(2013\)](#), also notes inconsistencies in judicial decisions concerning foreign-language contracts, suggesting the absence of a well-established interpretative standard in the application of Article 31 of the Language Law. Departing from previous studies, this research offers novelty by conducting an in-depth analysis of the legal reasoning employed by the Jakarta High Court in Decision Number 135/PDT/2020/PT.DKI and directly linking it to the principle of freedom of contract in international contract law.

This study not only situates the obligation to use the Indonesian language within the framework of positive law but also examines its implications for legal certainty, access to justice, and Indonesia's competitiveness in international business practice. The urgency of this research is further underscored by the increasing flow of foreign investment and the growing complexity of international contracts involving Indonesian business actors. Uncertainty regarding the legal status of foreign-language contracts poses significant legal risks and may hinder the investment climate. Accordingly, this research is expected to contribute both theoretically and practically to the development of Indonesian contract law in a manner that is aligned with the principles of international contract law. Based on the foregoing discussion, this research addresses the following issues: (1) the legal validity of international contracts drafted in a foreign language without an official Indonesian translation under Indonesian positive law; and (2) the legal reasoning of the Jakarta High Court in Decision Number 135/PDT/2020/PT.DKI in interpreting the obligation to use the Indonesian language in international contracts and its implications for the principle of freedom of contract.

2. Methodology

This research employs a descriptive-analytical approach, which aims to systematically and comprehensively describe the legal phenomena under examination and subsequently analyze them based on applicable legal norms and legal theories. The descriptive-analytical method is used to provide an in-depth understanding of the regulation on the use of the Indonesian language in international contracts and its juridical implications for contractual validity and judicial practice in Indonesia ([Nassaji, 2015](#)). The type of research conducted is normative legal research (doctrinal legal research), which focuses on the examination of prevailing positive legal norms derived from legislation, court decisions, and legal doctrines. Normative legal research seeks to identify legal principles, legal systematics, and the degree of legal synchronization in order to address the legal issues under study.

Through this approach, the research analyzes the provisions of Article 31 of Law Number 24 of 2009 and their application in judicial practice. The approaches applied in this research consist of the statutory approach and the case approach. The statutory approach is conducted by examining relevant laws and regulations governing the use of language in contracts, both at the national level and in related legal instruments, to understand the applicable normative framework (Marzuki, 2021). Meanwhile, the case approach is employed by analyzing the Decision of the Jakarta High Court Number 135/PDT/2020/PT.DKI and the Supreme Court Decision Number 3635 K/Pdt/2021 in order to examine judicial reasoning in interpreting the obligation to use the Indonesian language and its implications for the principle of freedom of contract.

The legal materials used in this research are classified into primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include statutes and regulations, court decisions, and relevant international legal instruments. Secondary legal materials consist of legal textbooks, scholarly journal articles, and prior research related to contract law and language requirements in agreements. Tertiary legal materials, such as legal dictionaries and legal encyclopedias, are used to clarify legal concepts and terminology. Legal materials are collected through library research, conducted by systematically identifying, compiling, and critically reviewing relevant legal sources. The analysis of legal materials is carried out using a qualitative method, namely by interpreting applicable legal norms, relating them to legal theories and judicial practice, and drawing logical conclusions to answer the research questions ([McLeod, 2020](#)).

3. Results and discussion

1. National Legal Regulations Regarding the Use of Language in International Contracts

In the context of this study, the regulation of the use of the Indonesian language in international contracts is not understood merely as a textual and prescriptive rule of positive law. Still, it is also critically examined through its implementation in judicial practice. This approach is vital because the effectiveness of a legal norm is determined not only by its formulation in legislation but also by how the norm is interpreted and applied by law enforcement authorities, particularly judges, in resolving concrete disputes. Accordingly, this study positions the Decision of the Jakarta High Court No. 135/PDT/2020/PT.DKI as its primary object of analysis to examine in depth how judges interpret and apply Article 31 of Law No. 24 of 2009 on the National Flag, Language, State Emblem, and National Anthem in international contract disputes. Thus, this research does not remain at a purely normative dogmatic level, but instead examines the consistency and coherence between positive legal norms, fundamental principles of contract law particularly the principle of freedom of contract and the judicial reasoning applied by judges in deciding cases, both from formal and substantive perspectives ([Bhana, 2013](#)).

In contrast to previous studies, which have generally focused only on the obligation to use the Indonesian language as a formal requirement for contractual validity or have merely discussed the juridical implications of the Decision of the South Jakarta District Court No. 451/Pdt.G/2012/PN.Jkt.Sel., which is frequently cited as the primary reference in this discourse, this study offers novelty by analyzing the development of the application of this norm at the appellate court level. The focus of the research is on examining whether the formalistic approach, which places contractual language as a determining factor, is consistently maintained, further strengthened, or instead undergoes a shift in judicial interpretation at a higher level of adjudication. This analysis is crucial in determining whether there is a tendency toward renewed legal interpretation or a consolidation of jurisprudential doctrine regarding the status of contractual language as a formal requirement for evidentiary purposes in Indonesian courts ([Dwikornida & Islam, 2024](#)).

Furthermore, this research becomes increasingly relevant and urgent as international contracting practices in Indonesia continue to expand in line with rising foreign investment flows, the expansion of multinational corporations, and the intensification of cross-border economic cooperation. In such international business practices, English is commonly chosen as the primary contractual language because it is perceived to ensure efficiency, uniformity of legal terminology, and certainty in commercial relationships across jurisdictions. Nevertheless, this global business reality has the potential to generate legal tension when confronted with national regulations that mandate the use of the Indonesian language as a formal requirement, particularly when an international contract becomes the subject of dispute and is submitted as evidence before Indonesian courts. This situation raises serious questions regarding the limits and scope of the principle of freedom of contract within the national legal system, while simultaneously creating direct implications for the principle of legal certainty and legal protection for the parties, especially foreign business actors operating or investing in Indonesia ([Lindblad, 2015](#)).

By analyzing judicial decisions as concrete manifestations of the application of legal norms, this study is expected to make a significant academic contribution to the development of international contract law scholarship in Indonesia, particularly in bridging the tension between national law and the principles of international contract law. In addition, this research is also expected to provide practical contributions for legal practitioners, notaries, arbitrators, and business actors in designing and drafting international contracts that not only meet the demands of global business practices, but are also aligned with Indonesian national legal requirements without disregarding universal principles of contract law, such as freedom of contract and *pacta sunt servanda* ([Bonell, 2018](#)).

2. Analysis of the Judge's Legal Considerations in Decision Number 135/PDT/2020/PT.DKI.

Decision of the Jakarta High Court Number 135/PDT/2020/PT.DKI constitutes an important jurisprudence affirming the application of Article 31 of Law Number 24 of 2009 in the context of international contracts. The case originated from a dispute between PT Citra Abadi Kota Persada, an Indonesian party, and MDS Investment Holding Limited, a foreign company incorporated in the British Virgin Islands, concerning an equity purchase agreement embodied in a *Term Sheet* dated 3 June 2014. The plaintiff alleged breach of contract on the grounds that the defendant failed to perform its obligations in the second stage of the transaction as stipulated in the *Term Sheet*. However, the panel of judges of the High Court did not proceed to examine the substance of the alleged breach, as it first identified a formal defect related to the language of the contract. This finding is consistent with previous studies demonstrating that deficiencies in contractual language frequently constitute a substantive barrier to the adjudication of contractual disputes before Indonesian courts ([Sanjaya et al., 2025](#)).

The judges held that the contract submitted as the basis of the claim was drafted entirely in English, while the Indonesian-language version presented during the proceedings constituted a free translation not prepared by a sworn translator. This situation resulted in substantive discrepancies between the original text and its translation, which, in the court's view, obscured the legal substance of the

agreement. This judicial reasoning aligns with [Al-Tarawneh & Al-Badawi, \(2024\)](#), scholarly analysis, which emphasizes that unofficial translations may generate significant interpretative differences and undermine legal certainty in contractual relations. The High Court's reasoning was subsequently reinforced by the Supreme Court in Decision Number 3635 K/Pdt/2021, which confirmed that foreign-language legal documents cannot serve as the basis of a claim unless accompanied by an official translation prepared by a sworn translator. This requirement is also consistent with the findings of [Fuglinszky & Somssich \(2020\)](#), who underscores that inconsistent application of language obligations between original texts and their translations may create legal uncertainty and potentially prejudice one of the contracting parties. Supreme Court Circular Letter Number 7 of 2012, which mandates sworn translations of foreign-language documents, is intended to ensure the consistency and integrity of documentary evidence submitted in court proceedings.

Based on these considerations, the High Court declared the plaintiff's claim inadmissible, holding that the English-language *Term Sheet* failed to satisfy the formal requirements stipulated in Article 31 of Law Number 24 of 2009. This decision illustrates that the judges adopted a strict interpretation of the statutory provision, positioning the use of Bahasa Indonesia as an essential formal requirement affecting the enforceability of international contracts in judicial proceedings. This judicial tendency is corroborated by [Kusumadara \(2022\)](#), which identifies a broader pattern within Indonesian courts of enforcing language requirements as part of the formal obligations governing contracts involving Indonesian parties. Nevertheless, this formalistic approach has attracted criticism from the perspective of international contract law. The principle of freedom of contract, as embodied in Article 1338 of the Indonesian Civil Code and recognized under the UNIDROIT Principles of International Commercial Contracts, grants parties autonomy to determine the language of their contract, the applicable law (*choice of law*), and dispute resolution mechanisms.

The divergence between national statutory requirements and international contract law principles has direct implications for legal certainty for foreign business actors operating in Indonesia. When contracts drafted in accordance with international standards in English risk being declared unenforceable on formal grounds, the Indonesian legal system may be perceived as overly protectionist and formalistic. This perception is reinforced by [Adam \(2025\)](#), empirical findings, which show that foreign investors often regard language requirements as a legal risk factor that diminishes Indonesia's investment attractiveness. At the same time, the court's reasoning reflects an effort to safeguard national legal certainty. The mandatory use of Bahasa Indonesia in contracts involving Indonesian parties represents an expression of legal sovereignty and forms part of Indonesia's broader legal policy to strengthen the position of the national language as the language of law.

Furthermore, the judges acknowledged that discrepancies in translation frequently constitute a source of new disputes in judicial practice. The insistence on sworn translations is therefore intended to promote standardization within civil procedural law and to minimize interpretative ambiguity in the evaluation of documentary evidence. This position is supported by [Alhasan \(2025\)](#), which demonstrates that accurate and standardized translations significantly reduce interpretative conflicts in international contract disputes. Despite reinforcing national legal norms, the decision also highlights the substantial challenges associated with harmonizing Indonesian law with international contract law principles. His view supports Munir Fuady's thesis that the validity requirements set out in Article 1320 of the Indonesian Civil Code are *limitative* in nature and cannot be expanded unless explicitly stipulated by statute, such that a violation of language requirements should not automatically render a contract null and void.

In the broader context of economic globalization, the rigid and formalistic application of mandatory legal requirements—particularly those lacking adaptive or contextual mechanisms—may inadvertently hinder Indonesia's effective integration into the international trade and investment regime. As cross-border commercial transactions increasingly rely on efficiency, predictability, and flexibility, an uncompromising insistence on formal compliance risks creating legal uncertainty and transactional

inefficiencies for international business actors. This concern becomes particularly salient when Indonesia's regulatory approach is compared with jurisdictions such as France and Belgium, where national language obligations are generally limited to contracts involving the state, public institutions, or matters of public interest. In these jurisdictions, private commercial contracts are afforded greater autonomy, allowing parties to determine the language of their agreement in accordance with commercial realities and mutual consent.

By contrast, Indonesia has yet to develop a sufficiently flexible legal framework governing the language requirements of commercial contracts between private entities, especially those involving foreign parties. The absence of such flexibility may function as a structural barrier to foreign investment, as it increases compliance costs and heightens the risk of contractual invalidation on purely formal grounds. Comparative research conducted by Odilovna (2025) demonstrates that jurisdictions adopting a functional and proportional approach to contractual language regulation tend to be more successful in cultivating an investment-friendly legal environment, while simultaneously preserving core national legal interests and linguistic identity. This functional approach emphasizes the substantive intent of the parties and the effectiveness of contractual performance, rather than rigid adherence to formal linguistic requirements.

Within the Indonesian context, the Decision of the Jakarta High Court Number 135/PDT/2020/PT.DKI represents a strong assertion of national legal sovereignty and the primacy of domestic statutory mandates, particularly concerning the obligatory use of Bahasa Indonesia in contracts. However, this decision also exposes significant doctrinal and practical challenges in harmonizing Indonesia's domestic legal norms with widely accepted principles of international contract law, such as party autonomy, freedom of contract, and legal certainty. An overly rigid interpretation of the mandatory use of Bahasa Indonesia especially when applied to private, cross-border commercial agreements risks diminishing Indonesia's attractiveness and competitiveness in the eyes of global investors. Consequently, there is a growing need for a more proportional and context-sensitive interpretation of language requirements in contract law, one that balances the legitimate objective of protecting national language and sovereignty with the pragmatic demands of international business practice. Such an approach would not only enhance Indonesia's legal compatibility with global commercial standards but also reinforce its position as a reliable and investment-friendly jurisdiction in an increasingly interconnected global economy.

4. Conclusion

Based on the analysis of the Decision of the Jakarta High Court No. 135/PDT/2020/PT.DKI and the Supreme Court Decision No. 3635 K/Pdt/2021, it can be concluded that international contracts drafted solely in a foreign language, without an official Indonesian translation, do not satisfy the formal requirements stipulated under Article 31 of Law No. 24 of 2009. The courts consistently affirmed that foreign-language legal documents must be translated by a sworn translator to be admissible as valid evidence in judicial proceedings. Consequently, the use of the Indonesian language is not merely an administrative formality, but constitutes a substantive evidentiary requirement that determines whether an international contract may be relied upon as a legal basis for claims before Indonesian courts. These judicial rulings demonstrate a formalistic approach to contract enforcement, positioning the mandatory use of Bahasa Indonesia as an essential mechanism for ensuring legal certainty and safeguarding national legal sovereignty.

However, this strict interpretative approach also generates significant tension with fundamental principles of international contract law, particularly the doctrines of freedom of contract and *pacta sunt servanda*, which are widely recognized and upheld in global commercial practice. While the protection of national interests and legal clarity remains a legitimate objective, excessive rigidity in enforcing language requirements risks undermining Indonesia's attractiveness as a jurisdiction for international business transactions. Accordingly, this study underscores the importance of adopting a more balanced

and proportional legal framework—one that preserves the authority of national law while simultaneously harmonizing domestic contract regulation with international commercial standards, thereby ensuring fair, predictable, and equitable legal certainty for all parties involved in cross-border contractual relationships.

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