

Development of Indicators of Abuse of Statements (Misbruik Van Omstandigheden) in Indonesia

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Abstrak: This article explores the development of the doctrine of abuse of circumstances (misbruik van omstandigheden) within Indonesian contract law, primarily shaped through judicial decisions rather than explicit statutory regulation. The doctrine serves as a critical mechanism to assess the validity of agreements and prevent injustices arising from one party exploiting unfavorable situations during contractual formation. The study delves into various scholarly perspectives surrounding abuse of circumstances as grounds for contract cancellation, emphasizing three key aspects: the positional relationship of the parties at the time of contract formation, the fairness and formulation of the agreement, and the moral implications involved. Despite its recognized importance, the absence of clear legal provisions creates challenges in consistently identifying and adjudicating such abuses. The article argues for necessary reforms within the Indonesian Civil Code to codify specific indicators and criteria that can reliably distinguish cases of abuse, thereby enhancing legal certainty and fairness. Ultimately, the research underscores the urgent need for strict and clear regulatory frameworks to minimize divergent interpretations that could undermine justice and contractual security in Indonesia's evolving civil law landscape.

Keywords: *abuse of circumstances, misbruik van omstandigheden, civil law, indicators, agreements.*

INTRODUCTION

Indonesia as a country based on law face various dynamics in development law contract, one of them is phenomenon abuse condition or known with term misbruik van omstandigheden. Phenomenon This sticking out Because give perspective new in enforcement law contracts, in particular in handle the situation in which it occurs imbalance position between the signing parties agreement. Inequality This often causes injustice, so that draft misbruik van omstandigheden play a role in give protection more laws fair and proportional.

Draft abuse condition become the more important remember complexity connection contractual in Indonesian society which is increasingly developing. Research by Febriyanti and Judanto and Putra became foothold main in understand development doctrine this and how its implementation in context law contract national.¹ In build indicator abuse state, methodology study combine

¹ Febriyanti, W. D. R., "Abuse of circumstances (Misbruik Van Omstandigheden) in developing contract law in Indonesia," *US-China Law Review*, Vol. 19, No. 2, 2022, pp. 85–91.; Judanto, M. D., & Putra, M. F. M., "Perbandingan Konsep Misbruik Van Omstandigheden dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan," *Jurnal Hukum Kenotariatan*, Vol. 6, No. 3, 2022.



analysis conceptual doctrinaire, study case jurisprudence, as well as comparison with law foreign. This is aim present framework comprehensive and relevant work with condition dynamic and complex Indonesian law.²

Various case analyzed jurisprudence indicates that abuse condition Lots found in practice laws involving contract credit banking, contracts debts and receivables, and other situations that give rise to imbalance strength between the parties.³ Conditions This cause need For create tool practical measurement use identify signs misbruik van omstandigheden in a way more systematic. Indicators proposed start focus on aspects like imbalance information, pressure psychological, and other debilitating conditions position party certain.⁴

More far, abuse condition No only become problem specific in law contract, but also reflects indication abuse power in various realm law others. Therefore that, study This own broad and comprehensive relevance cross sector law, which enriches understanding about How power can misused and how system law can respond to it For protect weak interests.⁵

Characteristics Indonesia's social, cultural and economic aspects provide color unique and different treatment to abuse condition compared to other countries. Because that, development indicator must customized in a way contextual with condition local to be more effective in implementation. Adaptation This is also important so that the indicators No only become theory, but truly can applied in a way real in practice law national.⁶

Study This inviting academics and practitioners law For together test and adapt indicators that have been proposed. This step aim create A system law more contracts fair and just that is capable

² Bilqisti, S., Zahira, A., Muttaqien, & H., "Indonesian Government's Effort to Defend Children from Abuse," *Metafora: Education, Social Sciences and Humanities Journal*, Vol. 5, No. 1, 2021, pp. 38–51.; Diffania, & B., "Juridical review of abuse of condition (misbruik van omstandigheden) as reason for cancellation of a debt agreement," *JOSAR Journal*, Vol. 8, No. 2, 2022.

³ Judanto, M. D., & Putra, M. F. M., "Perbandingan Konsep Misbruik Van Omstandigheden dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan," *Jurnal Hukum Kenotariatan*, Vol. 6, No. 3, 2022.

⁴ Febriyanti, W. D. R., "Abuse of circumstances (Misbruik Van Omstandigheden) in developing contract law in Indonesia," *US-China Law Review*, Vol. 19, No. 2, 2022, pp. 85–91; Febriyanti, W. D. R., "Abuse of circumstances (Misbruik Van Omstandigheden) in developing contract law in Indonesia," *US-China Law Review*, Vol. 19, No. 2, 2022, pp. 85–91.

⁵ Amalia, & D., "Determinants of Violence Against Children in Indonesia: A Literature Review," *JIKA Journal*, Vol. 8, No. 2, 2023.; Parmono, & B., "Criminal Actions Against People Exploiting Children In Accordance To Indonesian Criminal Law," 2023

⁶ Nurwati, N., Fedryansyah, & M., "Social Policy in the Protection of Street Children in Indonesia," *Journal of Governance: Jurnal Ilmu Pemerintahan Universitas Sultan Ageng Tirtayasa*, Vol. 6, 2022.; Setiawan, E. B., Febrianti, T. R., Mustofa, L. C., & Pratama, L., "The Indonesian Criminal Law System's Progression in Sexual Assaults Regulation," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi*, Vol. 5, No. 2, 2022.

answer challenges of the times and needs society. With Thus, the study This No only nature academic, but also loaded applications that can assist the enforcement process law in the field.⁷

On the other hand, globalization has bring transformation big in various sectors, including law, through development technology and science knowledge that makes things easier access information. Convenience This speed up development knowledge but also can bring wrong information, causing impact social negative like insecurity and division. In life social, communication become base interaction social that produces connection law interaction rights and obligations between subject law.⁸ Relationship law nature dynamic and vulnerable changed, especially with existence globalization and digitalization. Often, it appears problems that require involvement party third, namely the state, to give protection law, especially in connection law private which although its nature independent, able need mix the hands of the state if the parties want.⁹

With thus, the article This will to describe development indicator abuse the situation in Indonesia in context globalization and dynamics connection complex laws, through approach multidisciplinary that integrates theory, jurisprudence, and comparison law. Approach This expected produce framework applicable and contextual work for system law national.

METODOLOGI

The research method used in this study is normative research, namely research that focuses on the study of legal principles, laws and regulations, and applicable legal doctrines. This normative research aims to examine a legal problem in depth and systematically based on primary and secondary legal sources and relevant literature. This method is usually used to gain a comprehensive understanding of certain legal concepts or principles, so that it is in accordance with the objectives of the study which examines the development of indicators of abuse of circumstances in agreements based on the concept of civil law in Indonesia.

In this study, the approaches used are the case approach and the conceptual approach. The case approach is used to analyze court decisions or jurisprudence that are the basis for the development of the doctrine of abuse of circumstances (*misbruik van omstandigheden*), so as to obtain an actual picture of the implementation and development of the law in practice. Meanwhile, the conceptual approach is used to study and analyze theories and concepts of civil law that are the normative basis for building research arguments. This approach is important to provide a theoretical basis as well as explain the legal construction that underlies the phenomenon being studied.¹⁰

⁷ Syukriani, & Y., "Cross-sectional survey of underreported violence experienced by adolescents: a study from Indonesia," 2022, pp. 12821–12889.

⁸ Soeroso, R., *Pengantar Ilmu Hukum*, Sinar Grafika, Jakarta, 2007, pp 217

⁹ Soeroso, R., *Pengantar Ilmu Hukum*, Sinar Grafika, Jakarta, 2007.

¹⁰ Marzuki, M., *Penelitian hukum: Edisi revisi*, Prenada Media, Jakarta, 2017.

DISCUSSION

1. The Development of the Doctrine of Abuse of Conditions (*misbruik van omstandigheden*) in Indonesia

Abuse of circumstances is a development that emerged based on the analogy of duress, mistake and fraud. The doctrine related to abuse of circumstances has been accepted in the development of law in the Netherlands as a reason for the cancellation of an agreement. The doctrine of abuse of circumstances can include duress, mistake and fraud, which can be interpreted in an agreement containing these three things.¹¹ At the time of the formation of the law, the drafters of the *civil code system* had not yet realized that the principle of freedom of contract can only be applied fairly if there is a balance between the parties.¹²

Legal Dictionary, *Misbruik van Omstandigheden* is a condition to abuse another person's emergency, his dependence (helplessness), his recklessness, his unhealthy state of mind, or his lack of experience in carrying out legal acts that are detrimental to him.¹³ Foreign terms related to abuse of circumstances, there are different views among legal experts. Some jurists choose to use the English term called *undue influence*, while others prefer the term *unconscionability*. Sudikno Mertokusumo in his book states that if referring to Dutch, *misbruik van omstandigheden* in English should be interpreted as *abuse of circumstances*.

Nieuwenhuis as quoted Andriawan put forward 4 conditions for abuse of circumstances, as follows:¹⁴

- 1) Special circumstances (*bijzondere omstandigheden*), such as: emergency situations of dependency, carelessness, mental insanity and inexperience.
- 2) A real thing (*kenbaarheid*) requires that one party knows or should know that the other party due to special circumstances is moved (in his heart) to conclude an agreement.
- 3) Misuse (*misconduct*) is when one party has carried out the agreement or he knows or should have understood that he should not have done it.
- 4) The causal relationship (*causaal verband*) is essential that without abusing the circumstances the agreement would not be concluded.

In terms of the development of the doctrine of abuse of circumstances, there are differences of opinion among legal scholars, including:

There is an opinion that classifies abuse of circumstances in "Causes that are not allowed" then by Prof. Mr. JM Van Dunne and Prof. Mr. Gr. Van den Burght objected that "cause that is not

¹¹ Subekti, Hukum Perjanjian, Intermasa, Jakarta, 2002. pp. 23

¹² Hermansyah, N., "Penyalahgunaan Keadaan/Undue Influence Menurut Civil Law System (KUHPerdara Indonesia) dan Common Law System (Inggris) Dalam Perjanjian," Vol. 10, No. 1, 2022. pp. 52

¹³ Saputra, R., Kedudukan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Hukum Perjanjian Indonesia, Gadjah Mada University Press, Yogyakarta, 2000.

¹⁴ Andriawan, W., "The existence of the abuse of circumstances doctrine in agreement law," Syiah Kuala Law Journal, Vol. 6, No. 1, 2022, pp. 67–79.

allowed" is related to the contents of the agreement. While abuse of circumstances is not only related to the contents of the agreement, but also related to what happened when the agreement was born. Van Dunne continued that abuse of circumstances is related to the circumstances that play a role when an agreement occurs: enjoying the circumstances of others is not the cause of the contents of the agreement being not allowed, but causes a will that is abused to be not free.¹⁵

Then Prof. Cohen's opinion states that abuse of circumstances is not appropriate when associated with an unlawful cause. Unlawful causes have nothing to do with defective will. Although the relevant party does not argue as a reason to declare the agreement void, in the case of an unlawful cause the judge is obliged to consider it. Unlike a defective will, the statement of nullity or cancellation of the agreement will only be examined by the judge if argued by the relevant party.

The doctrine of abuse of circumstances was developed by judges in courts related to civil cases, where the position of the two disputing parties is not balanced or can be interpreted as one party having more dominant influence over the other party. Through various decisions of judges that show the existence of coercion, threats, and inability in forming an agreement, the concept of abuse of circumstances emerged and began to be accepted as a prohibition in the preparation of a civil contract. This is what then became the basis for why the clause of undue influence is often included in a contract as a reason to cancel an agreement that was made illegally.¹⁶

J. Satrio put forward the following factors that cause abuse of circumstances based on legal problems in Indonesia:¹⁷

1. When an agreement is signed, one party experiences significant pressure.
2. Pressure comes from the economic situation; there are pressing financial problems.
3. Relationship between superiors and subordinates; there is an economic advantage that benefits one of the parties; the relationship between employer and employee; or parents and minor children.
4. There are circumstances where patients require assistance from a specialist doctor.
5. An agreement that creates an imbalance in reciprocal responsibilities between the parties (unbalanced performance); the burden of risk is shifted from the employer to the employee.
6. The losses experienced by one party are very significant.

Circumstance Abuse Indicators (*misbruik van omstandigheden*)

Abuse of circumstances is not a new thing in the development of civil law in Indonesia. Although it has not been specifically regulated in the law, in fact many expert opinions state regarding the indicators that determine whether a party is proven to have committed abuse of circumstances.

¹⁵ Pangabea, H. P., "Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) Sebagai Alasan (Baru) Untuk Pembatalan Perjanjian (Berbagai Perkembangan Hukum di Belanda)," *Liberti*, 2000.

¹⁶ Judanto, M. D., & Putra, M. F. M., "Perbandingan Konsep *Misbruik Van Omstandigheden* dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan," *Jurnal Hukum Kenotariatan*, Vol. 6, No. 3, 2022.

¹⁷ Satrio, J., *Hukum Perjanjian*, Citra Aditya Bakti, Bandung, 1992. pp. 238

From several doctrines related to abuse of circumstances by legal experts in Indonesia, the author refers to Rendy Saputra who stated that there are at least three indicators of abuse of circumstances, namely assessed from the aspect of the position of the parties in the contractual phase, the aspect of the formulation of the agreement and the aspect of morality.

1. Aspects of the Position of the Parties in the Contractual Phase

The contractual phase can be seen when the wills meet (*convergence of the wills*) which is the manifestation of the free *will* of the parties making the contract. As a consequence of the emphasis on freedom of contract, the dogma is adopted that obligations in a contract can only be created by the intent and will of the parties. "This is the legal basis for the contract which is then binding and must be implemented immediately when an agreement is reached."

The principle of balance (*evenwichtigheid*) is the basis for this first indicator. AB Massier & Marjanne Termorshuizen-Arts as quoted by Muhammad Syaifuddin related to "balance, namely pointing to the basis for balance and harmony in a written agreement in Article 1320 of the Civil Code, only if in the *in concreto state* there is balance and harmony, then a valid agreement or consensus is reached between the parties" (Syaifuddin, 2012).¹⁸

According to Nieuwenhuis as quoted by Muhammad Syaifuddin, an agreement must be immediately rejected if the factual position of one party to the other party is stronger because it can affect the scope of the contents or intent and purpose of an agreement. The result of inequality of performance in an agreement is the imbalance of a party which can be a reason for the injured party to file a lawsuit for the invalidity of the agreement.¹⁹

Taking this opinion into account, the factor that determines the upholding of the principle of balance is not only the equality of the agreed performance, but also the equality of the parties making the contract, which reflects the desire to realize fairness in the exchange of economic interests over the object agreed upon.

Abuse of circumstances is closely related to the position of the parties at the time of the agreement. The position and circumstances of the parties have an influence in determining the occurrence of abuse of circumstances in the agreement. So that the aspect of the position of the parties in the contractual phase becomes one of the important indicators in abuse of circumstances.

However, it should be noted that not all circumstances in which one party has an advantage over the other are said to be abuse of circumstances. Further analysis must be carried out in the agreement whether or not there is a forced position (element of coercion), whether there is a division of profits between the two parties and whether the division equally fulfills the wishes of the parties and whether each party provides alternatives if there is a dispute or obstacle during the implementation of the agreement.

¹⁸ Syaifuddin, M., HUKUM KONTRAK: Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum (Seri Pengayaan Hukum Perikatan), Mandar Maju, Bandung, 2012. pp.97

¹⁹ Syaifuddin, M., HUKUM KONTRAK: Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum (Seri Pengayaan Hukum Perikatan), Mandar Maju, Bandung, 2012. pp.98

2. Aspects of Agreement Formulation

Another thing to consider besides the aspect of the position of the parties before making an agreement is the clause agreed upon. This aspect is important to be considered, considering the imbalance of the position of one of the parties before making an agreement can have an impact on the contents of the agreed agreement clause.

The imbalance in the agreement can be observed in several agreement models, especially agreements in standard/standard form which contain clauses that tend to burden one party.²⁰ Standard agreements that are commonly found, for example, in the banking sector. Often in the agreement clause, the bank requires customers to comply with all forms of policies that apply at the bank, even though changes occur in the midst of fulfilling the customer's achievements.

Imbalance in the formulation of agreements is commonly found in standard agreements, where the party in a weak position is required to accept the contents of the agreement in its entirety. However, it is not justified if there is a view that all agreements agreed to by parties in an unbalanced position constitute abuse of circumstances. It must also be considered that there are factors of coercion or pressure carried out by the stronger party on the weaker party, or that there are solutions that have been offered by the stronger party to the weaker party if obstacles arise in fulfilling the performance in the agreement. This is considered important to also be included in the indicators of abuse of circumstances.

3. Morality Aspect

The morality aspect is good faith (*good faith and fair dealing*), reasonableness, and fairness in every obligation born from an agreement. The benchmark of the perfection of an agreement can be measured in terms of the morality of humanity of the parties making the agreement. Saputrastates that the moral aspect in law, especially in the context of agreements, should not only mean the morality of rules, but also the morality of behavior in law. Legal morality is not an individual matter that is only the business of each person. Legal morality is public fairness about how law should be managed in a public order.²¹

A person's commitment to an agreement is not limited to the words in the agreement clause, but also to the principles that are appropriate to the agreement in question. Article 1339 of the Civil Code states that "An agreement is not only binding for matters expressly stated therein, but also for anything that, according to the nature of the agreement, is required by propriety, custom or law." Through this article, an unbalanced agreement is considered contrary to the value of propriety (morality). Syaifuddin adding that the moral principle based on Article 1339

²⁰ Saputra, R., *Kedudukan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Hukum Perjanjian Indonesia*, Gadjah Mada University Press, Yogyakarta, 2000. pp. 60

²¹ Saputra, R., *Kedudukan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Hukum Perjanjian Indonesia*, Gadjah Mada University Press, Yogyakarta, 2000. pp. 64

of the Civil Code contains a limiting provision that the agreement must not conflict with "morality" as "morality" that grows and develops in society.²²

Various indicators of Abuse of circumstances that have developed through various views of legal experts in Indonesia. This is evidence that Indonesia continues to experience renewal and adjustment to conditions that continue to develop in society. Although in general there are two indicators of abuse of circumstances, namely from an economic and psychological perspective, through the views of previous legal experts it can be seen that there are more specific indicators that can be considered in determining the existence of abuse of circumstances by one of the parties in an agreement.

When viewed from several expert views related to indicators of abuse of circumstances, the author here tends to agree with what Saputra said. The view expressed is quite strong considering that he does not only see indicators of abuse of circumstances at the time an agreement comes into effect, but before the agreement is born it can be assessed whether the agreement has indications of abuse of circumstances. Another thing that strengthens it is the relationship between aspects of position, formulation of the agreement and aspects of morality which are then linked to the principles that should apply in the realm of contract law, so the author tends to focus on Saputra's view. This significant indicator is expected to be a basis for judges in Indonesia in making a consideration of cases of abuse of circumstances in Indonesia.

CONCLUSIONS

The development of contract law in Indonesia has several views of legal experts who state indicators of abuse of circumstances more specifically. One of them is that in assessing the occurrence of abuse of circumstances against an agreement, the following three aspects must be considered, namely the aspect of the position of the parties in the contractual phase where in this phase the balance of the parties becomes the main focus, the aspect of the formulation of the agreement which if from the beginning the position between the parties is not balanced then it is likely to have an impact on the contents of the agreed agreement and the aspect of morality where through this aspect it can be seen whether there is good faith from the parties in carrying out an agreement. These three aspects are based on two principles, namely the principle of balance and the principle of morality that apply in the implementation of an agreement.

SUGGESTION

The doctrine of abuse of circumstances that has developed through jurisprudence in Indonesia should be regulated in the form of a law so that there is no difference in determining the indicators of abuse of circumstances against an agreement. This is because the more the era develops, it is possible that the conflicts faced will be more complicated, especially in the realm of contract law. Reforms should be carried out on the Civil Code considering that its contents currently need to be updated to accommodate developments in civil law in Indonesia.

²² Syaifuddin, M., HUKUM KONTRAK: Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum (Seri Pengayaan Hukum Perikatan), Mandar Maju, Bandung, 2012. pp.103

REFERENCES

- Amalia, & D. (2023). *Determinants of Violence Against Children in Indonesia: A Literature Review*. <https://doi.org/10.30604/jika.v8i2.1951>
- Andriawan, W. (2022). The existence of the abuse of circumstances doctrine in agreement law. *Syiah Kuala Law Journal*, 6(1), 67–79.
- Bilqisti, S, Zahira, A, Muttaqien, & H. (2021). Indonesian Government's Effort to Defend Children from Abuse. *Metafora: Education, Social Sciences and Humanities Journal*, 5(1), 38–51. <https://doi.org/10.26740/METAFORA.V5N1.P38-51>
- Diffania, & B. (2022). *Juridical review of abuse of condition (misbruik van omstandigheden) as reason for cancellation of a debt agreement*. <https://doi.org/10.35457/josar.v8i2.2483>
- Febriyanti, W. D. R. (2022). Abuse of circumstances (Misbruik Van Omstandigheden) in developing contract law in Indonesia. *US-China Law Review*, 19(2), 85–91. <https://doi.org/10.17265/1548-6605/2022.02.003>
- Hermansyah, N. (2022). *Penyalahgunaan Keadaan/Undue Influence Menurut Civil Law System (KUHPdata Indonesia) dan Common Law System (Inggris) Dalam Perjanjian*. 10(1).
- Judanto, M. D., & Putra, M. F. M. (2022). Perbandingan Konsep Misbruik Van Omstandigheden dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan. *Jurnal Hukum Kenotariatan*, 6(3).
- Marzuki, M. (2017). *Penelitian hukum: Edisi revisi*. Prenada Media.
- Nurwati, N, Fedryansyah, & M. (2022). Social Policy in the Protection of Street Children in Indonesia. *Journal of Governance: Jurnal Ilmu Pemerintahan Universitas Sultan Ageng Tirtayasa*, 6. <https://doi.org/10.31506/jog.v7i3.16366>
- Pangabean, H. P. (2000). *Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Sebagai Alasan (Baru) Untuk Pembatalan Perjanjian (Berbagai Perkembangan Hukum di Belanda)*. Liberti.
- Parmono, & B. (2023). *Criminal Actions Against People Exploiting Children In Accordance To Indonesian Criminal Law*. <https://doi.org/10.51749/injurlens.v2i2.47>
- Saputra, R. (2000). *Kedudukan Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Hukum Perjanjian Indonesia*. Gadjah Mada University Press.
- Satrio, J. (1992). *Hukum Perjanjian*. Citra Aditya Bakti.
- Setiawan, E. B., Febrianti, T. R., Mustofa, L. C., & Pratama, L. (2022). The Indonesian Criminal Law System's Progression in Sexual Assaults Regulation. *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi*, 5(2).
- Soeroso, R. (2007). *Pengantar Ilmu Hukum*. sinar Grafika.
- Subekti. (2002). *Hukum Perjanjian*. Intermasa.
- Syaifuddin, M. (2012). *HUKUM KONTRAK: Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum (Seri Pengayaan Hukum Perikatan)*. Mandar Maju.
- Syukriani, & Y. (2022). *Cross-sectional survey of underreported violence experienced by adolescents: a study from Indonesia*. 12821–12889. <https://doi.org/10.1186/s12889-021-12427-8>