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RESEARCH ARTICLE

Legal Analysis of Thesis Writing Services and the Consequences of Academic Integrity Violations in Undergraduate Final Projects

Eric Estrada[1], Sofyan Arief[1], Yohana Puspitasari Wardoyo[1]

[1] Faculty of Law, Universitas Muhammadiyah Malang, Indonesia

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ABSTRACT

Commercial thesis writing services have become a visible form of academic integrity violation in Indonesian higher education. This article asks whether an agreement to have an undergraduate thesis written by a third party is valid under the Indonesian Civil Code, and what sanctions follow for the student and for the provider. It uses normative juridical research with a statutory approach and a conceptual approach, and analyses the legal materials qualitatively. The article finds that such an agreement may appear to satisfy the requirements of consent and a determinate object, yet it fails the requirement of a lawful cause, because its purpose is to replace the student's own intellectual work, which the law of national education and the regulation on academic integrity require. It may also fail the requirement of capacity when a student in an accelerated programme is younger than twenty-one. The agreement is therefore void, and neither party can enforce it. The student faces administrative sanctions, up to the withdrawal of the degree, and possibly criminal liability; the provider may face liability for fraud, for forgery of documents and for misleading electronic information. The article recommends early education on academic integrity and more active supervision.

Keywords: thesis writing services; undergraduate thesis; academic integrity; validity of agreements; Indonesia

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1. Introduction

Violations of academic integrity have become a serious problem for universities, and they have grown with information technology. One of the most visible forms is the use of thesis writing services, popularly called *joki skripsi*, in which a student pays a third party to write all or most of the undergraduate thesis. The practice

is hidden by nature, and it is commercial: a service is offered, a price is agreed, and a finished text is delivered to a student who then submits it as their own.

Indonesian law treats the thesis as more than a course requirement. It is a scholarly work, and Law No 20 of 2003 on the National Education System makes the completion of the learning process, including the final work, a condition for an academic degree.[1] The regulation on academic integrity lists unauthorised authorship among the prohibited acts: commissioning another person to write a work and claiming it as one's own.[2] The thesis is also a work protected by copyright, so the claim of authorship touches the moral rights of the real author.[3]

Earlier studies have examined plagiarism as an academic integrity violation and its implications under intellectual property law. Nawazar and Andiani analyse the legal consequences of plagiarism in scholarly works from the perspective of intellectual property rights, while Palandeng, Setiabudhi and Maramis discuss plagiarism as a violation of academic integrity in universities.[4] Those studies are general. This article looks at a specific and concrete practice, the commercial writing service, and it asks two questions. First, is a thesis made through such a service valid under the Civil Code and under academic regulation? Second, what internal sanctions apply to the student who uses the service, and what liability does the provider bear?

2. Research Method

The research is normative juridical. It analyses legal materials through a literature study, and it uses a statutory approach and a conceptual approach. The statutory approach examines the provisions that govern agreements, national education, higher education, academic integrity, copyright, electronic transactions and criminal law. The conceptual approach draws on legal doctrine to interpret the elements of a valid agreement and the notion of academic fraud.

The primary legal materials are the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*); Law No 20 of 2003; Law No 12 of 2012 on Higher Education; Law No 28 of 2014 on Copyright; Law No 1 of 2024, the second amendment to Law No 11 of 2008 on Electronic Information and Transactions; Law No 1 of 2023 on the Criminal Code; and Permendikbudristek 39/2021. The secondary materials are books and scholarly articles, and the tertiary materials are dictionaries. The analysis is qualitative and descriptive-analytical: it describes the content and structure of the rules, and then asks whether the practice of thesis writing services fits within them.

3. The Validity of a Thesis Writing Agreement

An agreement is valid and binding when it meets the four conditions of article 1320 of the Civil Code: the consent of the parties, their capacity to make an agreement, a certain object, and a lawful cause.[5] The first two are called the subjective conditions and the last two the objective conditions. An agreement that fails a

[1]Law of the Republic of Indonesia No 20 of 2003 on the National Education System, art 25(1).
[2]Regulation of the Minister of Education, Culture, Research and Technology No 39 of 2021 on Academic Integrity in Producing Scholarly Works (Permendikbudristek 39/2021), art 10.
[3]Law of the Republic of Indonesia No 28 of 2014 on Copyright.
[4]Ari Pratama Nawazar and Angie Andiani, 'Implikasi Hukum Dari Plagiarisme Dalam Karya Ilmiah Berdasarkan Perspektif Hak Kekayaan Intelektual' (2023) 2(6) Civilia: Jurnal Kajian Hukum dan Pendidikan Kewarganegaraan 1; Rian Amadeo Palandeng, Donna Okthalia Setiabudhi and Marhcel Reci Maramis, 'Aspek Hukum Plagiarisme Sebagai Pelanggaran Integritas Akademik di Perguruan Tinggi' (2023) 12(1) Lex Privatum 1.
[5]Burgerlijk Wetboek (Indonesian Civil Code), art 1320.

subjective condition can be annulled (*vernietigbaar*); one that fails an objective condition is void by law (*nietig*). Table 1 summarises how a thesis writing agreement fares under each condition, and the following sections explain the assessment.

Table 1. Thesis writing agreements assessed against article 1320 of the Civil Code. Source: the authors' analysis.

Condition	Assessment	Consequence
Consent	Formally present: the parties agree freely on service and price	No defect in itself
Capacity	Doubtful for accelerated students younger than twenty-one	Annullable (vernietigbaar)
Certain object	Met: the service is a determinable performance	No defect in itself
Lawful cause	Not met for full ghostwriting: the purpose defeats the student's own authorship	Void by law (nietig)

3.1 Consent

An agreement is a legal act in which one or more persons bind themselves to another.[6] Its essence is freedom of will: consent must not be given by mistake, under duress or because of fraud.[7] An agreement concluded in one of those ways can be annulled. Once the conditions are met, the agreement creates rights and obligations for each party, and a failure to perform is a default (*wanprestasi*).[8]

Seen in this theoretical way, and without approving the practice, the relationship between provider and student rests on a bargain. The provider promises to deliver a text on request, and the student promises to pay the agreed price, in advance, in instalments or on completion. Consent, in this narrow sense, is not missing. The difficulty lies in other conditions, and in particular in the purpose for which the parties agree.

3.2 Capacity

The second subjective condition is the capacity to make an agreement. Under article 1330 of the Civil Code, persons who are not yet adult lack that capacity, and the Code's threshold of adulthood is twenty-one years.[9] In higher education, many students in the final stage are adults, but not all of them. Accelerated programmes allow a student to reach the last semester before the age of twenty-one. When such a student concludes an agreement with a thesis writing provider, the agreement carries a subjective defect and can be annulled at the request of the party concerned. This adds a second layer of fragility to the agreement, apart from the problem of its purpose.

[6]Civil Code, art 1313.
[7]Civil Code, arts 1321, 1322, 1323 and 1328.
[8]Civil Code, arts 1233 and 1234.
[9]Civil Code, art 1330.

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3.3 Certain object

An agreement may only concern things that can be the subject of trade, and the object must be determinate or at least determinable.[10] The notion of a thing is broad: tangible and intangible things are included, and so are acts to be performed or omitted, provided that they can be measured and relate to the interests of the parties. In a thesis writing service, the object is the service of writing a scholarly work. Its final form can only be seen after the provider has finished writing, but a performance of this kind can still be agreed upon, and it is treated as a determinable object. The requirement of a certain object does not, therefore, by itself make the agreement invalid.

Failure to perform what has been agreed is a default. Doctrine distinguishes four forms: not performing at all; performing late; performing in a way that does not match the agreed quality or terms; and doing what the agreement forbids. These categories matter for the next step, because they presuppose a valid agreement from which the duty to perform can arise.

3.4 Lawful cause

The last condition decides the question. A cause is prohibited when it conflicts with a statute, with morality or with public order.[11] An agreement is binding as a statute for the parties who made it only when all conditions are met.[12] To judge the cause, it helps to distinguish two kinds of service that are often confused.

3.4.1 Full thesis writing

The first kind of service covers the whole thesis, from choosing the title through drafting the text to preparing the final manuscript. Its purpose is to let the student submit another person's work as their own. That purpose conflicts with the national education law, which makes the degree depend on the student's own completion of the learning process, and a work that is a plagiarism leads to the withdrawal of the degree.[13] The provision does not use the words 'done by oneself'. But a final work that is made wholly by someone else cannot reasonably be seen as the student's completion of their own academic task, and the regulation on academic integrity prohibits unauthorised authorship in precise terms.[14] For that reason the cause of the agreement is not lawful.

The consequence is that the agreement is void from the beginning. It cannot be enforced by either party. If the provider fails to deliver, the student cannot claim damages for default, because the contract on which the claim would rest is not recognised by law. The same reasoning excludes any claim by the provider for payment.

3.4.2 Consultation and assistance

The second kind of service is different in character and in purpose. A consultant does not write the thesis in the student's name. The student normally has an idea or a framework and needs help with building the argument, improving the structure or raising the quality of the language. The final thesis remains an expression of the student's own thinking. Such services can include language editing, to correct grammar

[10]Civil Code, arts 1332 and 1333.
[11]Civil Code, art 1337.
[12]Civil Code, art 1338.
[13]Law No 20 of 2003, art 25(1) and (2).
[14]Permendikbudristek 39/2021, arts 10 and 17(1).

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or improve the style, as well as guidance, feedback and academic advice that help the student finish the work independently according to scholarly standards. The lawful-cause requirement is not offended by a purpose of this kind. The line between the two kinds of service is whether the student remains the author of the intellectual content.

The analysis shows that the agreement fails cumulatively. Subjectively, it can be annulled when the student lacks capacity. Objectively, it is void because the object, authorship by substitution, is expressly forbidden by the regulation on academic integrity.[15] The later finding of criminal elements, discussed below, strengthens the defect in the cause even further.

4. Academic Integrity Violations and Their Consequences

4.1 The violation

Academic fraud is dishonest conduct in academic activity: acts committed deliberately to gain an advantage in improper ways and so to distort the assessment of academic results. For students it includes using thesis writing services, cheating, plagiarising, stealing or falsifying data, and other acts that manipulate the process or the outcome of study. Such conduct is contrary to the values of honesty and justice on which higher education is built, and students have a duty to maintain ethics and to comply with the norms of the institution.[16]

Following the analysis of Lambert, Hogan and Barton, academic dishonesty falls into four categories: using forbidden aids or materials; fabricating information, references or results; helping or allowing another student to cheat; and plagiarism, which includes taking another person's ideas or text without proper credit and presenting another person's work as one's own. A student who commissions a thesis commits fabrication and plagiarism in this sense. The behaviour also corresponds to the acts listed in Permendikbudristek 39/2021: fabrication and falsification of data; plagiarism, in several forms; unauthorised authorship, including having another person write a work and claiming it; and other acts such as conflicts of interest and multiple submission.[17] Using a thesis writing service therefore meets several elements of an academic integrity violation at once.

4.2 Sanctions against the student

A student who knowingly uses a thesis writing service acts deliberately and with an understanding that the act is contrary to the rules and to the value of academic honesty. The student can therefore be held responsible. Two sets of consequences follow.

The first is the consequence under the national education law: a graduate whose scholarly work, used to obtain a degree, is found to be plagiarised loses the degree.[18] The same law provides criminal liability for that graduate, with imprisonment of up to two years or a fine of up to Rp200,000,000.[19] The second is the administrative sanction under Permendikbudristek 39/2021. A student who is proven to have committed unauthorised authorship by commissioning a thesis and claiming it can be given administrative sanctions,

[15]Permendikbudristek 39/2021, arts 10 and 17(1).
[16]Law of the Republic of Indonesia No 12 of 2012 on Higher Education, arts 2 and 13(6).
[17]Permendikbudristek 39/2021, art 10.
[18]Law No 20 of 2003, art 25(2).
[19]Law No 20 of 2003, art 70.

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which range from a reduction of the grade of the work, the postponement or cancellation of certain student rights, and the cancellation of the grade of one or more courses, to dismissal as a student and the withdrawal of the diploma, competence certificate or professional certificate.[20] A student who has been sanctioned and violates academic integrity again receives a heavier sanction than before.[21]

4.3 Liability of the provider

The thesis writing service is more than academic fraud. It touches several bodies of law, and each one adds to the liability of the provider and, in some respects, of the student.

Under copyright law, a scholarly work is a protected creation. A student who presents another person's work as their own infringes the moral right of the real author to be named, and the same act can create criminal exposure for the user and for the provider.[22] Under electronic transactions law, advertising thesis writing services online can fall under the prohibition on spreading misleading information that is intended to defraud, if the commercial activity is part of a scheme that falsely claims the originality of works made by third parties.[23]

Criminal law offers the strongest basis. The new Criminal Code classifies the act of the service provider as fraud under article 492, punishable by imprisonment of up to four years or a fine of the fifth category, Rp500,000,000; under the Code's provisions on perpetrators and participation, every party that contributes, as perpetrator, participant or accomplice, can be held liable.[24] The production or facilitation of a false document, here a scholarly work wrongly claimed, can also be classified as forgery of documents, which carries imprisonment of up to six years or a fine of the sixth category, Rp2,000,000,000.[25] Table 2 sets out the sanctions and their sources.

Table 2. Sanctions that may follow the use or provision of thesis writing services. Source: the authors' analysis of the cited legislation.

Party	Sanction	Source
Student	Withdrawal of the degree; imprisonment up to two years or a fine up to Rp200,000,000	Law No 20 of 2003, arts 25(2) and 70
Student	Administrative sanctions from a lower grade to dismissal and withdrawal of the diploma; heavier sanction for repetition	Permendikbudristek 39/2021, arts 17 and 18
Provider	Fraud: imprisonment up to four years or a category V fine (Rp500,000,000)	Law No 1 of 2023, art 492
Provider	Forgery of documents: imprisonment up to six years or a category VI fine (Rp2,000,000,000)	Law No 1 of 2023, art 391(1)
Provider	Misleading electronic information	Law No 1 of 2024, art 28

[20]Permendikbudristek 39/2021, art 17(1).
[21]Permendikbudristek 39/2021, art 18(1) and (2).
[22]Law No 28 of 2014 (n 3).
[23]Law of the Republic of Indonesia No 1 of 2024 on the Second Amendment to Law No 11 of 2008 on Electronic Information and Transactions, art 28.
[24]Law of the Republic of Indonesia No 1 of 2023 on the Criminal Code, arts 492, 20 and 21.
[25]Law No 1 of 2023, art 391(1).

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These findings confirm the result of the civil analysis. From the point of view of civil law, the presence of fraud and of a breach of electronic transactions law makes the defect in the lawful cause more evident, so that the agreement is void by law because it conflicts with positive law and with public order.

5. Conclusion

An agreement to have a thesis written by a thesis writing service is not valid in the Indonesian civil law system. Formally, it appears to satisfy consent and a determinate object, but it has fundamental defects. Subjectively, a student in an accelerated programme who is younger than twenty-one lacks the capacity required, so the agreement can be annulled. Objectively, the agreement fails the requirement of a lawful cause, because it conflicts with the student's duty to produce the final work independently under the national education law and with the principle of academic integrity. It is therefore void by law, treated as never having existed, and the work produced under it cannot legitimately be used to satisfy the requirements of graduation.

For this violation, the student and the provider may both be held liable. The student faces serious internal sanctions, from the reduction of grades to dismissal and the withdrawal of the degree, and external sanctions of imprisonment of up to two years or a fine of up to Rp200,000,000. All parties involved risk the criminal provisions of the copyright law, the electronic transactions law and the new Criminal Code on fraud and forgery of documents.

Two recommendations follow. Universities should educate students on integrity from the beginning of study, with clear information on the legal consequences and the administrative and criminal sanctions of a violation. Supervisors should take a more active part in guiding and evaluating the substance of students' work, so that each thesis is the result of the student's own thinking and academic effort. Policy makers may also consider making the line between legitimate consultation and prohibited substitution explicit, since the present rules draw it only by interpretation. Future research could widen the scope to other forms of academic dishonesty and consider the evidence by which universities establish that a thesis was written by someone else.

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