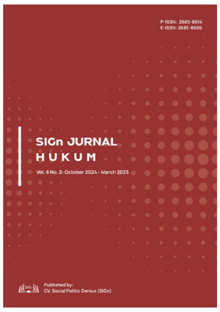

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Article Title

The Paradox of Rebus Sic Stantibus Principle: The Dialectic between Stability and Flexibility in Contemporary International Treaty Law

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ABSTRACT

International treaty law confronts a fundamental dialectic between the stability guaranteed by the principle of pacta sunt servanda and the demand for flexibility driven by disruptive global dynamics. The principle of rebus sic stantibus serves as a theoretical safety valve to ensure justice. In practice, however, it has become a paradox: a doctrine that is formally recognized yet rendered virtually inaccessible by highly restrictive interpretations. Through normative legal research employing statute, conceptual, and jurisprudential analysis approaches, this study examines the legal architecture and judicial practice that shape this doctrine. The analysis reveals that its codification in Article 62 of the 1969 Vienna Convention deliberately established onerous cumulative conditions. This policy is reinforced by the judicial practice of the International Court of Justice, which has consistently rejected claims of a fundamental change of circumstances in key cases. It creates a significant chasm between the doctrine's theoretical existence as an instrument of justice and the reality of its severely limited application, establishing it as a 'sleeping giant' within the international legal order. This study concludes that this rigidity threatens the relevance of treaty law in responding to contemporary crises, such as systemic climate change and technological disruption. Therefore, this study recommends a renewed discourse on a more dynamic interpretation to rebalance stability with justice.

Keywords: *1969 Vienna Convention; International Treaty Law; Pacta Sunt Servanda; Rebus Sic Stantibus.*

INTRODUCTION

Modern international law operates within a global environment characterized by constant and often disruptive change. The dynamics of interstate relations are no longer shaped solely by political and security issues. However, they are also influenced by shifting economic landscapes, environmental crises, technological disruptions, and global health challenges. These fundamental shifts directly test the resilience and relevance of the primary instrument that underpins the international order: the international treaty (Hasyim et al., 2023). When the conditions that formed the basis of a treaty's consent are drastically altered, a crucial juridical question arises concerning the continued validity of state obligations and the fairness of the agreement itself.

At the heart of this issue lies the dialectic between two fundamental principles of treaty law: legal certainty versus flexibility (Simbolon, 2023). On one hand, the principle of *pacta sunt servanda* stands as the primary pillar, demanding that every treaty in force be performed by the parties in good faith (Wiraantaka et al., 2025). This principle ensures stability, predictability, and the integrity of the international legal regime. On the other hand, absolute adherence to a treaty can lead to injustice or the impossibility of performance. It may occur when there is a fundamental change of circumstances that was not foreseen by the parties at the time the treaty was concluded (Triwijaya et al., 2025).

To bridge this conceptual tension, international law accommodates the doctrine of *rebus sic stantibus* (Yuni, 2020). This principle, rooted in Roman law tradition, has been authoritatively codified in Article 62 of the 1969 Vienna Convention. The doctrine provides a legal mechanism that permits the termination or suspension of a treaty. Its existence is a recognition that treaties are not static instruments; they are products of a specific context and set of assumptions that can lose their validity over time, thus requiring a safety valve to maintain contractual equilibrium (Dursun et al., 2025).

Nevertheless, the application of the *rebus sic stantibus* principle is fraught with controversy and sharp doctrinal debate. The international community has historically shown a reluctance to permit a liberal application of this principle, fearing it could be misused as a unilateral justification for evading international obligations that are no longer convenient (Wardhana & Nrangwesti, 2025). Consequently, international jurisprudence, as reflected in the ruling of the International Court of Justice in the Gabčíkovo-Nagymaros Project (Hungary/Slovakia) case, has delineated very strict limitations. These limitations mandate that the change of circumstances must be radical, unforeseen, and fundamentally transform the essence of the obligations to be performed.

Existing academic studies on *rebus sic stantibus* have predominantly focused on historical-doctrinal analysis or the examination of classic jurisprudence within the public law sphere. Much of the literature delves into theoretical debates regarding the conditions for applying this principle in the context of traditional interstate disputes, such as border conflicts or military alliances (Kadarsih et al., 2020). However, this discourse has often failed to comprehensively connect the doctrine to the contemporary challenges that define international relations in the 21st century.

Beyond the public law sphere, a similar discourse has evolved in the realm of international and national private law, highlighting parallel challenges. Research by Paramita (2022) demonstrates that in the practice of international private contracts, the interpretation of this principle often depends on a combination of the 1969 Vienna Convention, the local civil law of the relevant jurisdiction, and specific clauses within the contract itself. A key finding underscores the lack of a clear understanding and specific regulation concerning a fundamental change of circumstances in many national legal systems, resulting in legal uncertainty. Specifically within the Indonesian context, research by Adhi et al. (2024) found that the Civil Code does not explicitly regulate this principle. Parties are, however, permitted to include a *rebus sic stantibus* clause in private contracts based on the principle of freedom of contract. The legal implications of such a clause depend heavily on the mutual agreement of the parties rather than on a clear legal framework.

A significant research gap lies in the lack of a systematic analysis of how the *rebus sic stantibus* principle can be operationalized within public international law to respond to modern transnational crises. While the discourse in private law highlights the need for legal certainty at the national level, there has been no in-depth study examining how this doctrine could be applied to issues such as the impact of a global economic recession on trade agreements, disruptive technological developments rendering arms control treaties obsolete, or the effects of catastrophic climate change on joint resource management agreements. This research endeavors to fill this gap by examining the application and implications of the principle in confronting new global realities.

In the national context, Indonesia's legal framework has explicitly recognized this principle through Article 18 point c of Law Number 24 of 2000. This formal acknowledgment provides a juridical basis for Indonesia to terminate an international treaty in the event of a fundamental change. However, a significant gap exists between this legal recognition (*de jure*) and its practical implementation (*de facto*). To date, there is no extensive Indonesian jurisprudence or diplomatic practice that elaborates upon and applies this principle. Consequently, its potential to protect national interests in the face of global dynamics remains largely untapped.

Building upon this background and the identified research gap, this study aims to comprehensively analyze the application of the *rebus sic stantibus* principle in contemporary international law. Its focus is on the principles' implications for the stability and flexibility of treaties in response to changing global circumstances. Academically, this research aims to contribute to the development of a more adaptive doctrine of international treaty law. Practically, its findings are expected to offer a conceptual framework for stakeholders, particularly diplomats and policymakers in Indonesia, in formulating legal strategies to navigate the evolving complexities of international relations.

METHOD

This study employs a normative or doctrinal legal research methodology. This character is inherent to the prescriptive nature of legal science, which is oriented toward norms, rules, and legal principles to construct arguments on a legal issue (Qamar & Rezah, 2020). This approach was chosen for its high relevance to examining the *rebus sic stantibus* principle, which is fundamentally a legal doctrine whose interpretation and application depend on the analysis of formal legal sources. The research focuses on law finding and law applying at theoretical and practical levels, rather than on testing hypotheses through empirical data. Therefore, this study is grounded in the jurisprudential tradition that prioritizes the examination of positive law propositions to build a logical and coherent argument.

To dissect the research issue in depth, three approaches are utilized simultaneously. *First*, the statute approach is conducted by examining the hierarchy of relevant regulations and legal instruments, primarily Article 62 of the 1969 Vienna Convention and Article 18 point c of Law Number 24 of 2000. *Second*, the conceptual approach is used to analyze the meaning, scope, and evolution of core concepts—such as *rebus sic stantibus*, *pacta sunt servanda*, and a fundamental change of circumstances—based on the perspectives of leading legal scholars. *Third*, the analytical approach is applied to deconstruct and interpret how these concepts are operationalized in practice through an analysis of jurisprudence from the International Court of Justice and other relevant case examples.

The data sources for this study consist of legal materials collected through document study, also known as library research (Sampara & Husen, 2016). These legal materials are classified into three categories. Primary legal materials include legal instruments with binding authority, such as the 1969 Vienna Convention, the Statute of the International Court of Justice, Law Number 24 of 2000, and related rulings of the International Court of Justice, particularly the Gabčíkovo-Nagymaros Project (Hungary/Slovakia) case. Secondary legal materials consist of materials that provide explanation and analysis of the primary materials. These include textbooks, reputable academic journals, dissertations, and articles from international law scholars. Tertiary legal materials, such as legal dictionaries and encyclopedias, are used in a supporting capacity to provide definitions and explanations of technical terms.

Data analysis is conducted qualitatively using the syllogistic deduction method (Irwansyah, 2020). This analytical framework proceeds from a major premise, which comprises the norms, principles, and legal theories relevant to the *rebus sic stantibus* principle, derived from primary and secondary legal materials. This major premise is then applied to a minor premise, which consists of the specific legal issues raised in the research, such as the conditions for the principle's application, its implications for treaty stability, and its relevance in addressing contemporary global dynamics. The conclusion is drawn through a systematic and logical interpretation of the synthesis between the major and minor premises. Through this analytical technique, the study aims to produce an argumentative and structured exposition to answer the established research objectives.

RESULTS AND DISCUSSION

A. The Dialectic of *Pacta Sunt Servanda* and *Rebus Sic Stantibus* in the International Treaty Law Regime

The entire international treaty law regime is built upon the foundational adage derived from Roman law tradition: *pacta sunt servanda*. This adage has become an imperative norm in interstate relations. Translated as "agreements must be kept," this principle is a manifestation of the principle of good faith, which demands that every legally binding treaty be performed by the parties fully and honestly (Wiraantaka et al., 2025). Without this principle, the international legal system would lose its essential elements of certainty, predictability, and trust, a condition that could ultimately cause the global order to collapse into a state of anarchy where international commitments become meaningless. The principle affirms that treaties made voluntarily by sovereign states possess a legal force for the parties equivalent to that of domestic law (Purwanto, 2009).

Conceptually, the position of the *pacta sunt servanda* principle can be compared to the concept of a basic norm (grundnorm) in the legal theory of Kelsen (1960). It functions as a fundamental presupposed norm from which the validity of subordinate legal norms—in this case, all obligations arising from thousands of treaties in force—is derived (Mardiyanto, 2023). The legitimacy of every clause within a treaty ultimately rests on the basic assumption that the treaty itself must be obeyed (Purwanto, 2011). A denial of the obligations enshrined within it is not merely considered a breach of contract; it is also an affront to the very foundation of the international legal system itself. This imperative force was then explicitly codified in Article 26 of the 1969 Vienna Convention, which solidified it as an incontrovertible, central pillar of treaty law.

Nevertheless, the absolute and unconditional enforcement of *pacta sunt servanda* can give rise to juridical anomalies and substantial injustice. International law, as a living system, must be capable of adapting to the dynamic realities of the world. International treaties are often concluded for long durations, and the political, economic, and environmental conditions that underpinned the agreement at its formation may undergo drastic and unforeseen changes in the future. Rigid adherence to the text of a treaty in a situation where the fundamental basis of consensus has vanished can transform an instrument of cooperation into an unjust burden or one that is impossible for a party to perform.

Herein lies the justification for the existence of the *rebus sic stantibus* principle. This principle, known historically in canon law since the Middle Ages, functions as a safety valve within the treaty law regime (Purwanto, 2011). It is not a pretext for arbitrarily revoking commitments; it is a legal doctrine rooted in the principles of justice and equity. Its underlying philosophy is that the consent to be bound given by a state is based on a set of essential assumptions about the circumstances at that time. If those circumstances change so fundamentally as to erode these initial assumptions, then the very foundation of that consent is considered to have disappeared.

Thus, the *rebus sic stantibus* principle does not operate as a negation of *pacta sunt servanda* but rather as a corrective to it in exceptional circumstances. It is an implicit acknowledgment that no treaty can anticipate every future eventuality. Its function is to provide a legal and orderly exit from treaty obligations when their performance would become exceptionally onerous or fundamentally different from what was originally intended by the parties. In this way, the equilibrium of rights and obligations that forms the essence of the treaty can be preserved.

The relationship between *pacta sunt servanda* and *rebus sic stantibus* is most accurately described as a dialectical relationship. The two exist in a state of constant conceptual tension, yet from this tension, a synthesis is born: a treaty law order that strives to be both stable and adaptive, certain yet just. *Pacta sunt servanda* represents the thesis of stability, which serves as the rule. On the other hand, *rebus sic stantibus* represents the antithesis of flexibility, which functions as the exception. They mutually limit and balance one another.

Without *pacta sunt servanda*, there would be no effective treaty law. Conversely, without *rebus sic stantibus*, treaty law would become overly rigid and fragile, unable to withstand the turbulence of global change and potentially triggering more destabilizing unilateral breaches. Together, they form a complete legal framework.

Further analysis reveals that this relationship is hierarchical. *Pacta sunt servanda* is the primary norm, while *rebus sic stantibus* is a secondary norm whose activation depends on the fulfillment of exceedingly strict conditions. This hierarchy is essential to prevent the erosion of legal certainty. If both principles were placed on equal footing, any state could easily claim a change of circumstances to release itself from undesirable obligations, which would ultimately render the principle of *pacta sunt servanda* illusory.

The jurist Alberico Gentili stated that the *rebus sic stantibus* principle serves to "legalize" deviations from *pacta sunt servanda* (Purwanto, 2011). This statement is crucial, as it implies that invoking *rebus sic stantibus* is not an act of law-breaking but rather the exercise of a legally recognized right under very limited conditions. It distinguishes it from unilateral defiance of a treaty, which is an illegal act. By providing a legitimate legal pathway, the doctrine aims to uphold the rule of law in crises.

However, the primary problem inherent in the *rebus sic stantibus* principle is its susceptibility to subjective interpretation and political abuse. The history of international relations has recorded various attempts by states to shelter behind this doctrine as a justification for actions that were, in fact, violations of international law. One of the most notorious examples was when Germany, in 1939, invoked a fundamental change of circumstances as part of its reasoning to nullify existing non-aggression pacts preceding its invasion of Poland and later Belgium (Labuda, 2024). Such abuses have fostered a deep-seated skepticism and caution toward the doctrine within the international community.

Another notable case of analysis is the termination of agreements between Indonesia and Timor-Leste following the latter's referendum (Kase, 2020). Though not formally adjudicated through a *rebus sic stantibus* claim, Timor-Leste's change in status from a province to a sovereign, independent state serves as a perfect example of a fundamental change of circumstances. This change radically altered the legal subject and the essential basis of any pre-existing agreements, providing a very strong foundation for their termination. This case illustrates the doctrine's relevance in contexts of decolonization or state succession.

This tension between the need for flexibility and the risk of abuse is the central problem in applying the *rebus sic stantibus* principle. On one hand, to completely reject its existence would be to create a legal system blind to changing realities. On the other hand, to apply it loosely would open a "Pandora's box" that could destroy the entire foundation of international legal certainty. Therefore, the greatest challenge for international law is to formulate objective, strict, and transparent conditions and procedures to govern the doctrine's application. It is this very problem that prompted the highly cautious codification of the principle in the 1969 Vienna Convention, which will be analyzed in depth in the next section.

B. The Codification of the *Rebus Sic Stantibus* Principle in the 1969 Vienna Convention: An Analysis of its Conditions and Scope of Application

The effort to tame the potentially disruptive doctrine of *rebus sic stantibus* culminated in the 1969 Vienna Convention, which sought to integrate the doctrine into a more definite framework of positive law. Article 62 of the Convention is the product of lengthy debate and careful compromise among states, aiming to transform a principle that had previously existed largely in the realm of customary law into a codified treaty norm. The presence of Article 62 marks a crucial turning point: it provides formal and authoritative recognition of the principle's existence while simultaneously formulating it in highly negative and restrictive language to narrowly confine its scope of application. Thus, Article 62 does not serve as a convenient justification for terminating a treaty; rather, it is a legal instrument that establishes a series of high juridical hurdles for any state seeking to invoke it.

A close analysis of the linguistic structure of Article 62(1) of the 1969 Vienna Convention reveals that it was designed not as an affirmative right, but as an exception that can only be activated under very limited conditions. Its opening phrase explicitly states that a fundamental change of circumstances may not be invoked as a ground for terminating a treaty except when a series of strict, cumulative conditions are met. This negative formulation inherently reaffirms the supremacy of the *pacta sunt servanda* principle as the primary rule, while it positions *rebus sic stantibus* as an anomaly that must be convincingly proven. It is a manifestation of the drafters' caution in preventing the doctrine's misuse—a concern that has been validated by history.

The first and most essential condition is that "the existence of those circumstances constituted an essential basis of the consent of the parties to be bound." This clause demands a thorough analysis of the intention of the parties at the time the treaty was negotiated and concluded. A state invoking the principle must be able to prove that, absent the assumption of those circumstances, it would never have consented to the treaty. It refers not merely to ordinary background conditions but to the causal foundation of the legal commitment itself. For instance, in a military alliance treaty, the existence of a common threat from a third party could be considered an essential basis of the agreement (Kadarsih et al., 2020).

The second condition is that "the effect of the change is radically to transform the extent of obligations still to be performed." This requirement focuses on the objective consequences of the change. It is not sufficient merely to show that performance has become more difficult or costly; the change must be so transformative that the present obligation is substantially different from what was originally agreed upon. It is a test of onerousness, where performance of the treaty becomes so oppressive that it exceeds the reasonable expectations of the parties. For example, a long-term treaty to supply a specific natural resource might be called into question if that resource were depleted by an unforeseen natural disaster, radically altering the supplier's obligation (Tongsopit et al., 2016).

The third condition, implicitly and explicitly embedded in jurisprudence, is that the change must have been "unforeseen" by the parties at the time the treaty was made. If a change of circumstances, even a fundamental one, could or should have been anticipated by the parties, they are considered to have accepted the assumption of risk associated with that change. This element of predictability is key to distinguishing a legitimate basis for a claim from ordinary business or political risks. Wars, economic crises, or changes in government, despite their significant impact, are often considered to be within the realm of foreseeability in international relations, making them difficult to establish as grounds for a *rebus sic stantibus* claim (Adi, 2015).

The three conditions above are cumulative, meaning a failure to prove even one of these elements will automatically invalidate the entire claim. The burden of proof lies entirely with the state invoking the principle. As will be shown in the subsequent analysis of jurisprudence, the standard of proof has been set at an extremely high level by international judicial bodies.

To further narrow its scope, Article 62(2) of the 1969 Vienna Convention explicitly identifies two situations where the *rebus sic stantibus* principle cannot be applied at all, even if all the cumulative conditions are met. The first absolute exception is if "a treaty establishing a boundary." This prohibition is based on compelling considerations of international public policy, namely the need to maintain the stability and certainty of territorial borders between states. Allowing boundary treaties to be altered based on changed circumstances would open the door to endless conflicts and threaten international peace and security.

The second absolute exception applies if the fundamental change is "resulting from a breach by the party invoking it." This exception embodies the general legal principle that no one can benefit from their own wrongdoing (nemo auditur propriam turpidinem allegans). A state cannot intentionally or negligently create a crisis by breaching the treaty itself or another international obligation and then use that crisis as a pretext to escape its duties. This clause serves as a critical anti-abuse mechanism to preserve the doctrine's integrity.

If a state successfully navigates all these substantive hurdles and exceptions, the legal consequence is not an automatic voiding of the treaty. The 1969 Vienna Convention prescribes a strict procedure whereby the state must first notify the other parties of its claim. The available remedies are termination, withdrawal from the treaty, or suspension of its operation. The choice between termination and suspension depends on whether the change of circumstances is permanent or temporary.

It is important to underscore that this process opens a path for negotiation among the parties, who may accept or reject the claim. If a dispute arises, the 1969 Vienna Convention encourages resolution through peaceful means as stipulated in the UN Charter. It affirms that invoking the *rebus sic stantibus* principle is not a unilateral act but rather a structured legal process that remains within the framework of the international rule of law.

Thus, an analysis of Article 62 of the 1969 Vienna Convention reveals a meticulously crafted legal architecture. On the one hand, it acknowledges the theoretical need for a mechanism to adapt treaties to changing times. On the other hand, it erects a multi-layered juridical fortress to ensure this mechanism can only be used in the most exceptional of circumstances and cannot be abused to undermine the stability of the international legal order. The stringency of this norm ultimately leads to the next logical question: how has it actually been interpreted in judicial practice?

C. Juridical Interpretation and Limitation of the *Rebus Sic Stantibus* Principle in the Practice of the International Court of Justice

An analysis of the normative text of Article 62 of the 1969 Vienna Convention provides the formal legal framework; however, the true operational meaning of the *rebus sic stantibus* principle is shaped through its interpretation in judicial practice. Within the international legal system, the International Court of Justice holds a central role as an authoritative interpreter. The Court's rulings, while formally binding only on the disputing parties, carry strong persuasive authority and serve as the primary guide for states, academics, and legal practitioners in understanding how abstract legal principles are applied to concrete facts. Through its jurisprudence, the International Court of Justice not only adjudicates disputes but also actively shapes, clarifies, and sometimes curtails the evolution of international legal doctrines.

The Court's role as a "gatekeeper" for the stability of international treaties becomes especially evident in cases involving *rebus sic stantibus* claims. The Court has consistently adopted a highly cautious and restrictive interpretive approach. Rather than creating room for flexibility, its jurisprudence has instead reinforced the doctrine's position as an extreme exception. The Court is acutely aware of the risk that a liberal interpretation could open the door for states to unilaterally nullify their international commitments. It has therefore consciously chosen to set the standard of proof at an exceptionally high level. This judicial approach reflects a policy that prioritizes certainty and predictability over claims of changed circumstances, which are often political in nature.

The classic and most definitive point of reference (locus classicus) for interpreting Article 62 of the 1969 Vienna Convention is the Gabčíkovo-Nagymaros Project (Hungary/Slovakia) case. This dispute centered on a 1977 Treaty between Hungary and Czechoslovakia (later succeeded by Slovakia) to construct and operate a system of dams on the Danube River. In 1989, Hungary suspended and later unilaterally terminated the treaty, citing an unforeseen, fundamental change of circumstances as one of its arguments.

Hungary based its claim on several changes: *first*, the shift from a communist to a democratic political regime, which, it argued, altered the context of economic cooperation underlying the treaty. *Second*, rapid advancements in environmental knowledge have highlighted ecological risks from the dam project that were unknown in 1977. *Third*, the project's economic profitability has diminished. Hungary contended that the combination of these changes had fundamentally altered the basis of the original agreement and made performance of the treaty unacceptable.

In its 1997 judgment, the International Court of Justice firmly rejected all of Hungary's arguments. Regarding the political changes, the Court stated that the nature of a political regime was not an essential basis for an agreement to build a dam system. The treaty's objectives were technical and economic, not ideological. The Court thereby narrowed the definition of "essential basis" to only those elements directly and inextricably linked to the object and purpose of the treaty.

Furthermore, on the arguments of environmental knowledge and economic profitability, the Court applied a very strict standard of foreseeability. It held that in a long-term infrastructure project, evolving environmental standards and fluctuating economic conditions were things that the parties should have been able to anticipate. Although the specific degree of change might have been unknown, the possibility of such changes fell within the scope of reasonable risk. With this reasoning, the Court effectively ruled that only a change genuinely beyond the horizon of rational anticipation could satisfy the "unforeseen" criterion.

The Court's analysis of the "radical transformation of obligations" requirement was equally restrictive. It acknowledged that the project might have become less profitable or more environmentally challenging, but this did not radically alter the nature of the obligations to be performed, which were to build and operate the dams. According to the Court, the *rebus sic stantibus* doctrine is not intended to protect a state from a deal that turns out to be a bad or less advantageous one; it is for situations where performance becomes something essentially different from what was originally agreed upon. The ruling affirmed that the doctrine is not a remedy for what might be termed "buyer's remorse."

Another key piece of jurisprudence reinforcing the Court's restrictive approach is the Fisheries Jurisdiction (United Kingdom v. Iceland) Case of 1973. In this case, Iceland sought to unilaterally extend its fisheries jurisdiction zone in contravention of a prior agreement with the United Kingdom. Iceland argued that a fundamental change of circumstances had occurred: the development of modern fishing techniques that threatened the sustainability of fish stocks, a vital resource for its economy.

The International Court of Justice again rejected this argument. While acknowledging the developments in fishing technology and Iceland's growing dependence on its fishery resources, the Court stated that these changes were not fundamental in relation to the obligation in dispute. The core obligation in the treaty was to submit to the Court's jurisdiction in the event of a dispute over the extension of the fisheries zone. The Court reasoned that the changed circumstances claimed by Iceland did not radically transform the procedural obligation to resolve the dispute through the Court. In other words, a change in factual conditions does not automatically nullify a previously agreed-upon legal obligation.

The ruling in the Fisheries Jurisdiction (United Kingdom v. Iceland) Case is highly significant because it shows that the Court will precisely dissect the nature of the relevant obligation. If the obligation is procedural (such as a dispute settlement clause), then a substantive change of circumstances (such as technological or economic ones) will likely not be considered sufficient to radically transform that procedural duty. It adds another layer of interpretation that further narrows the possibility of a successful *rebus sic stantibus* claim.

From a synthesis of these two key cases, a firm conclusion can be drawn. The practice of the International Court of Justice has cemented the *rebus sic stantibus* principle as a doctrine whose existence is recognized in theory but is nearly impossible to successfully invoke in practice. The Court has consistently built a formidable judicial fortress around the principle of *pacta sunt servanda*. Every element in Article 62 of the 1969 Vienna Convention—"fundamental," "essential," "radical," "unforeseen"—is interpreted in the narrowest possible way, and the Court demands the highest standard of proof from the claimant state.

The consequence of this judicial policy has been the creation of a significant chasm between the legal norm as written in the 1969 Vienna Convention and the reality of its application in the courtroom. Article 62 provides a theoretical "exit door" from a treaty, but the Court's jurisprudence has shown that this door is firmly locked, and the key is guarded with extreme vigilance. This restrictive stance is understandable from the perspective of the need for stability in the international order. However, it raises a critical question about the doctrine's practical relevance in addressing contemporary global crises—an issue that will be the focus of the subsequent analysis.

D. Implications of the *Rebus Sic Stantibus* Principle for Legal Stability and Contemporary Interstate Relations

The synthesis of the preceding normative and jurisprudential analyses reveals a paradox: the *rebus sic stantibus* principle is recognized as an integral part of international treaty law, yet its application in practice is so restricted as to be almost nonexistent. This paradox gives rise to a series of complex implications for the contemporary international legal order. An evaluation of these implications demands a shift in focus from the question "what is *rebus sic stantibus*?" to "what are the true function and relevance of this doctrine in the face of 21st-century global dynamics?". This analysis will explore the doctrine's dual impact on stability and justice, the inherent risks of its abuse, its relevance in the context of modern crises, and its potential within Indonesia's national legal framework.

The first and most fundamental implication concerns the doctrine's impact on the balance between stability and justice in interstate relations. On the one hand, the highly restrictive interpretation by the International Court of Justice effectively reinforces the stability of the treaty regime. By making *rebus sic stantibus* a nearly inaccessible exit, the Court sends a powerful signal that international commitments must be upheld at all costs, which in turn enhances predictability and trust within the system. On the other hand, this rigid stability potentially comes at the cost of justice. When a state is confronted with a truly catastrophic and uncontrollable change of circumstances but is barred by an excessively high standard of proof, international law risks being perceived as an unresponsive and unjust instrument. This condition may compel that state to resort to extra-legal measures.

The risk of abuse remains a persistent shadow looming over the *rebus sic stantibus* doctrine. History has shown that states, particularly those with greater political power, may be tempted to use the rhetoric of "fundamental change" as a specious justification for actions driven by unilateral interests. This potential is the primary reason behind the cautious stance of the international community and the International Court of Justice. To mitigate this risk, the role of independent and impartial third-party dispute settlement mechanisms is crucial. The function of the International Court of Justice or international arbitral bodies is to objectively assess the validity of a claim based on evidence, not on political power. It re-emphasizes that *rebus sic stantibus* is not a right to unilaterally terminate a treaty, but rather a right to initiate a legal process to review its continued viability.

The issue becomes more complex when the doctrine is confronted with modern global crises that were not contemplated by the drafters of the 1969 Vienna Convention. Consider the climate crisis. A transboundary water resource management treaty concluded in the 1970s would have been based on assumptions from historical hydrological data (Abidi, 1977). If climate change leads to permanent desertification and the drying up of that water source, can this truly be considered a "foreseeable" change? The precedent from the International Court of Justice in the Gabčíkovo-Nagymaros Project (Hungary/Slovakia) case, which tended to view environmental changes as foreseeable, may need re-evaluation in the face of systemic and existential shifts like the climate crisis.

The same applies in the economic and technological realms. A global financial crisis that cripples a state's economy can erode the essential basis of a trade agreement (Syafik, 2023), just as the emergence of artificial intelligence that fundamentally alters the cybersecurity landscape can obsolete existing data security treaties (Mustameer, 2022). The challenge for international law is whether the restrictive interpretation developed to handle conventional political or economic changes remains adequate to respond to these exponential and systemic disruptions. A strong argument can be made that the failure of the law to adapt could render vital treaties irrelevant or even counterproductive.

In the context of Indonesia's national law, the formal recognition of the *rebus sic stantibus* principle in Article 18 point c of Law Number 24 of 2000, provides a potential foreign policy instrument. Juridically, this provision gives the Indonesian government a basis to review or propose the termination of an international treaty if its obligations become exceptionally burdensome due to unforeseen changes in circumstances. This instrument could be highly relevant, for instance, in renegotiating Bilateral Investment Treaty (BIT) concluded in the past that are now considered imbalanced, or in agreements concerning natural resource management affected by environmental crises (Kinanti et al., 2023).

However, the greatest challenge lies in the chasm between formal recognition in law and the political will to implement it in diplomatic practice. Given the exceedingly high international standard of proof and the potential for diplomatic friction, the Indonesian government would likely be very cautious in invoking this article. A successful *rebus sic stantibus* claim on the international stage requires meticulous preparation, including the collection of comprehensive evidence, a robust legal argument, and a careful diplomatic strategy to manage the response from partner states.

Ultimately, an analysis of the doctrine's implications brings us back to its initial dialectic. The *rebus sic stantibus* principle remains "a sleeping giant" in international law: it possesses immense theoretical power to reshape international obligations in the name of justice, but in practice, it is rarely awakened. Its future relevance will heavily depend on the ability of policymakers, diplomats, and especially international judicial bodies to reinterpret its conditions dynamically to answer the unique challenges of a world changing at an unprecedented pace. It must be done without sacrificing the stability that remains the bedrock of the international order.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that the *rebus sic stantibus* principle in contemporary international law operates within a paradox. It is formally recognized as an essential safety valve for treaty flexibility, yet its existence is strictly circumscribed by a multi-layered legal architecture. The analysis shows that the doctrine exists in a hierarchical, dialectical relationship with the principle of *pacta sunt servanda*. Its codification in Article 62 of the 1969 Vienna Convention was deliberately formulated in a restrictive manner with onerous cumulative conditions. This normative limitation is further reinforced by the jurisprudence of the

International Court of Justice, which has consistently set an extremely high standard of proof, rendering the doctrine theoretically existent yet practically inaccessible.

The primary implication of this finding is the existence of a chasm between the theoretical function of the *rebus sic stantibus* principle as an instrument of justice and the reality of its application, which prioritizes absolute stability. This condition poses a serious challenge to the relevance of international law in the face of modern global crises. Such crises, including systemic climate change, technological disruption, and pandemics, are fundamental in nature and often lie beyond the traditional horizon of predictability. A rigid judicial stance risks rendering international treaty law an instrument unresponsive to the challenges of the era. Meanwhile, for a country like Indonesia, Law Number 24 of 2000 becomes difficult to operationalize on the international stage.

Therefore, this research recommends the need for a renewed discourse among academics and practitioners of international law to explore a more dynamic interpretation of the conditions for applying *rebus sic stantibus*, particularly concerning the concept of unforeseeability in the context of systemic global risks. At the national level, it is suggested that Indonesian policymakers not only rely on the existence of a formal legal umbrella but also proactively develop an internal framework for risk analysis and the formulation of robust juridical arguments. It would serve as preparation should the need arise to use this instrument to protect national interests. Ultimately, preserving the doctrine's relevance demands a more refined balance between the sacrosanct need for stability and the imperative demand for justice in a constantly changing world.

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