

The Transcendental Obligations of Advocates and the Sustainability of Legal Representation: A Swiss Legal System Perspective

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Abstract

The practice of delegation through the granting of power of attorney is the cornerstone of the relationship between an attorney and a client; however, in reality, it is often confronted with the problem of protracted legal proceedings, which may result in the client's death before their legal interests are resolved. This situation creates legal uncertainty regarding the continuation of the power of attorney as well as the fulfillment of the client's interests, which are not merely material but also encompass a transcendent dimension that extends beyond the client's physical existence. In Indonesian positive law, Article 1800 of the Civil Code affirms the obligation of the attorney-in-fact to continue handling the matter if the termination of the power of attorney has the potential to harm the principal. However, these provisions have not been accompanied by clear operational guidelines, even following the enactment of Law No. 18 of 2003 on Advocates, thereby creating room for inconsistencies in practice and interpretation. In contrast, Article 406 of the Swiss Code of Obligations provides a more explicit and systematic framework regarding the continuation of an attorney's obligations following a client's death. Through the comparative law method, this study finds that the client's death does not automatically terminate the attorney's obligations but rather reaffirms the professional and ethical duty to continue protecting the client's legal interests until legal certainty is achieved. The theoretical contribution of this study lies in reinforcing the concept of the continuity of power of attorney based on the protection of legal interests after death, while simultaneously offering a conceptual foundation for the reform of power of attorney regulations in Indonesian law.

INTRODUCTION

The attorney-in-fact is one of the oldest professions in the history of human civilization, having been known for more than 4,000 years. During the Old Assyrian period and in the Anatolian region, the attorney-in-fact was referred to as *rābiṣum*, namely a party who acted as a legal representative to represent a person's interests, both in disputes and in other legal matters.¹ Over time, the term, function, and responsibilities of the attorney-in-fact have undergone significant evolution, and in modern legal practice this role is generally performed by advocates.²

An advocate functions as a party who provides legal advice and represents, assists, and defends the interests of clients both inside and outside the courts. In the Indonesian legal system, the position of advocates is regulated under Law Number 18 of 2003 concerning Advocates, which affirms their role as law enforcers who are free, independent, and guided by the professional ethics of *officium nobile*.³ The existence of advocates as attorneys-in-fact cannot be separated from the nature of human beings as *zoon politicon*, who depend on one another in social life, where not all interests can be carried out independently. Therefore, the legal relationship of granting authority becomes an important legal instrument for protecting the interests of the principal, particularly in matters that are urgent and strategically significant in the social, economic, and legal spheres.⁴

In carrying out their profession, almost all advocates receive authority from clients and act as attorneys-in-fact to represent their clients' legal interests. Such authority is generally granted through a power of attorney, which serves as the basis of the advocate's authority to act both inside and outside the courts. In addition to a power of attorney, the legal relationship between an advocate and a client is also often embodied in a legal services agreement that regulates the scope of work, as well as the rights and obligations of the parties. Through this mechanism, advocates obtain legal legitimacy to undertake

¹ Martha T. Roth, (ed). *The Assyrian Dictionary of the Oriental Institute of the University of Chicago*: Vol. 12, P. (Oriental Institute, University of Chicago : Chicago, 2005), h. 51. https://isac.uchicago.edu/sites/default/files/uploads/shared/docs/cad_p.pdf

² Lisa Flower. *The Loyal Defense Lawyer*. *The Edward Elgar Research Handbook on Law and Emotions & Social Science Research Network*, Tahun 2021 DOI:/10.2139/ssrn.3675332

³ Teofilus T. H.., & Silalahi, W.. "Empat Milenium Profesi Advokat Dan Ikhtiar Mempertahankan Status Officium Nobile". *Jurnal Ilmu Hukum, Humaniora Dan Politik*. Vol. 5 (6). Tahun 2025. h. 5368-5394. <https://doi.org/10.38035/jihhp.v5i6.5718>

⁴ Nur Inna Alfiyah dan Wilda Rasaili. Meningkatkan Kecerdasan Politik Pemuda Karang Taruna "Karya Bajuaju" Di Desa Banuaju Barat Kecamatan Batang-Batang. *Jurnal Abhakte*. Vol. 1 (1). Tahun 2023. h. 14.

various legal actions in order to protect and pursue their clients' interests in a professional and responsible manner.⁵

In the course of human development, people have not only basic needs for food, protection, love, recognition, and self-actualization.⁶ They also possess higher needs related to meaning, values, and life purpose. These needs develop to the level of self-transcendence.⁷ In the context of the legal relationship of granting authority, this need may be reflected in the principal's desire that the authority or mandate granted should continue to be carried out properly, even in circumstances where the principal is no longer able to supervise it directly. Therefore, the continuity of the attorney-in-fact's performance of the mandate becomes important as a form of respect for the principal's will and as an effort to safeguard the interests entrusted to the attorney-in-fact.

In the Indonesian legal system, the regulation concerning the granting of authority is provided in Article 1792 of the Indonesian Civil Code, while the regulation concerning the responsibility of the attorney-in-fact is provided in Article 1800 paragraph (1). This provision states that the attorney-in-fact remains obliged to complete matters that have already been commenced if the termination of the authority may cause loss to the principal. Furthermore, Article 1800 paragraph (2) emphasizes that the attorney-in-fact has the obligation to continue handling such matters until the interested party is able to assume control or determine further action.⁸ This provision demonstrates the existence of the principle of continuity of the attorney-in-fact's responsibility in protecting the interests of the principal

Nevertheless, the implementation of the obligations of advocates as attorneys-in-fact after the death of the client is not regulated in the subsequent provisions of the Civil Code nor in Law Number 18 of 2003 concerning Advocates. This condition has the potential to create uncertainty regarding the limits and scope of an advocate's obligations when a client dies, particularly in ongoing cases. Therefore, a more in-depth study is required to understand how the obligations of advocates as attorneys-in-fact may continue to be performed in order to protect the interests of the client as well as other related parties.

⁵ W. L. Hasan, and B. Santoso, "Tanggung Jawab Penerima Kuasa Jual Tanah Atas Kelalaiannya," *Notarius*. Vol. 16 (3). Tahun 2024. h. 1269-1276, <https://doi.org/10.14710/nts.v16i3.42386>

⁶ T. Bridgman, S. Cummings, John A. Ballard, "Who built Maslow's pyramid? A history of the creation of management studies' most famous symbol and its implications for management education", *Academy of Management Learning & Education*, Vol. 18, No. 1, 81-98, Tahun 2019. DOI:10.5465/AMLE.2017.0351

⁷ Andrea Hurst, "Self-Transcendence and the Pursuit of Happiness", *Philosophies MDPI*, Vol. 8 Issue 5, Tahun 2023, DOI : 10.3390/philosophies8050098

⁸ Tommy Wiyono. "Larangan Pemberian Kuasa Dalam Kehidupan Bermasyarakat", *Jurnal Education And Development*, Vol. 7 (4) Tahun 2019, h. 66. DOI: <https://doi.org/10.37081/ed.v7i4.1358>

One approach that may be used to analyze a legal provision is the comparative method by examining regulations applicable in other countries.⁹ Through such comparison, it becomes possible to identify similarities, differences, and developments in legal regulation across different legal systems.

Unlike the regulation in Indonesia, the responsibility of the attorney-in-fact in the Swiss legal system provides clearer provisions regarding the continuity of authority. In the Swiss legal system, the relationship between the principal and the attorney-in-fact is regulated by the Swiss Code of Obligations, which provides that in certain circumstances the attorney-in-fact remains obliged to continue managing the mandate even after the principal has died. This provision reflects the principle of protecting the principal's interests so that they are not adversely affected by the sudden termination of the legal relationship of authority.

Through this comparative study, it is expected that a more comprehensive understanding of the regulation of the attorney-in-fact's obligations after the death of the client may be obtained and applied to the law of granting authority in Indonesia. Research on the granting of authority in the relationship between advocates and clients has generally focused on the validity of agreements, the scope of advocates' authority, and the termination of authority under Article 1813 of the Civil Code, particularly as a result of the death of the principal. However, studies that specifically examine the continuity of advocates' obligations after the death of the client, especially in the context of protecting the client's legal interests and ensuring legal certainty, remain very limited. This condition creates a gap in the absence of a conceptual and practical framework explaining the extent to which advocates remain bound to complete the client's affairs when the termination of authority may cause loss.

Based on the foregoing, the main focus of this research is directed toward analyzing the position and limits of advocates' obligations as attorneys-in-fact after the death of the client from the perspective of Indonesian law, as well as the relevance of comparison with the regulation under Swiss civil law. In addition, the findings of this study are expected to provide an academic contribution to the development of the legal regulation of the advocate profession in Indonesia and to provide legal certainty for the practice of granting authority.

⁹ Peter Mahmud, *Penelitian Hukum*, Cetakan Ke-15, (Jakarta : Kencana, 2021). h. 166.

METHODS

This study employs a normative juridical research design, an approach that focuses on the examination of written legal norms, including statutory regulations, legal doctrines, and relevant legal principles. The research relies primarily on library-based legal research as the principal method for identifying, collecting, and analyzing the legal materials that form the object of study.¹⁰

The data used in this research consist of primary and secondary legal materials. Primary legal materials include binding statutory regulations. Secondary legal materials consist of legal literature such as textbooks, scholarly journal articles, and other sources containing legal theories, doctrines, and legal perspectives that have developed in society. In this study, secondary legal materials serve as the main source of analysis, while data collection is conducted through a literature review.¹¹

The research adopts several approaches, namely the statutory approach, conceptual approach, philosophical approach, and comparative approach. These approaches are employed to provide a comprehensive legal analysis of the issues under examination.¹²

The data are analyzed using qualitative legal analysis, which emphasizes deductive legal reasoning based on the legal materials that have been collected and systematically examined.

In this study, Swiss civil law is used as a normative benchmark within the framework of the comparative law method. Switzerland was selected because its legal system shares important characteristics with Indonesia's civil law tradition, particularly in the regulation of obligations and the granting of authority, while also offering a more explicit and systematic formulation regarding the continuity of the attorney-in-fact's obligations. Article 406 of the Swiss Code of Obligations serves as the principal point of comparison in assessing the adequacy and consistency of Article 1800 of the Indonesian Civil Code, particularly with regard to the continuation of the attorney-in-fact's obligations after the death of the principal. By employing Swiss law as a comparative standard, this research does not seek to directly transplant foreign legal norms into Indonesian law. Rather, it aims to evaluate the normative weaknesses of national law and to identify relevant legal principles that may serve as conceptual references for the development of legal doctrine and regulatory reform concerning the exercise of authority by advocates in Indonesia.

¹⁰Soerjono Soekanto. *Pengantar Penelitian Hukum*. (Jakarta : UI Press, 1986), h. 32.

¹¹Peter Mahmud, *Penelitian Hukum*, (Jakarta : Kencana, 2021), h. 181.

¹²*Ibid.*, h. 166.

RESULT AND DISCUSSION

1. Obstacles to the Implementation of Article 1800 Paragraph (2) of the Indonesian Civil Code in Legal Practice

To address the formulation of the problem, it is necessary to elaborate on the development of the legal profession, the foundations and basic capital of advocates, the legal relationship between advocates and clients, the obligations of advocates, the termination of advocates' obligations, and the obligations of advocates after the death of a client.

a. Development of the Advocate Profession

1) Ancient Period (3000 BCE – 500 BCE)

In Ancient Greek civilization around the fifth century BCE, legal defense in court was initially conducted by the disputing parties themselves. As judicial practice developed, individuals emerged who possessed rhetorical skill and legal reasoning and who assisted in formulating and presenting arguments before the courts. They were known as *synagoroi*, which literally means “one who speaks together” in court¹³. This role is regarded as one of the earliest foundations of the advocate profession in the history of formal legal systems.

A more systematic development can be observed in Ancient Roman law from approximately the third century BCE to the first century CE. During this period, two important groups existed: *orators*, who presented arguments before the courts, and *jurisconsults* (*jurisconsulti*), namely legal scholars who provided advice and formulated legal principles.¹⁴ Initially, legal assistance was rendered voluntarily because receiving payment was considered inconsistent with Roman moral values. Over time, however, it developed into a socially recognized profession. A significant development occurred during the reign of Emperor *Justinian* in the sixth century CE through the codification of the *Corpus Juris Civilis*, which affirmed the position of legal professions—including the *advocatus*—within the imperial legal system and provided an institutional foundation for the later development of the advocate profession.¹⁵

2) Medieval Period (500–1500)

The collapse of the Western Roman Empire marked the beginning of the Middle Ages, a period often described as the Dark Ages, during which various tribes such as the

¹³ Stela Moneva, “Who Were The Synagoroi In Classical Athens?”. St. Cyril and St. Methodius University Press. Vol. 6 (1) Tahun 2022. h. 85-94. <https://journals.uni-vt.bg/fhyb/eng/vol1/iss1/art7>

¹⁴ Christopher R. Minelli. “Eloquor, Advocatus! Ancient Influences on Professional Responsibility”. *SSRN Electronic Journal*. Tahun 2008. h.1-10. DOI: 10.2139/ssrn.1083323

¹⁵ Frederik. W., Dingley. “The *Corpus Juris Civilis*: A Guide to its History and Use”. *Legal Reference Services Quarterly*. Vol. 35 (4), Tahun 2016, h. 231–255. <https://doi.org/10.1080/0270319X.2016.1239484>

Visigoths, Ostrogoths, Vandals, Lombards, Anglo-Saxons, and Franks took control of former Roman territories. Political instability and the collapse of many Roman institutions, including its legal system, caused the advocate profession to experience significant decline.¹⁶

During the early Middle Ages (500–1000 CE), the preservation of legal traditions was largely carried out by the *Catholic Church* through monasteries and religious institutions. Clergy who possessed Latin literacy were frequently asked to provide legal advice, draft documents, and assist in dispute resolution in both ecclesiastical and secular matters. In feudal society, the function of legal representation was often performed by nobles or landowners, while the absence of a formal advocate profession was partially filled by members of the clergy acting as advisers or representatives in legal matters.¹⁷

In later developments, particularly in Anglo-Saxon territories before the *Norman Conquest of England* in 1066, judicial administration was conducted locally through forums such as the *folk moot*, *hundred court*, and *shire court*, which resolved disputes based on custom and community consensus without formal legal procedures or a specialized advocate profession. When a person was unable to appear before the court, that person could appoint a relative or friend as a representative. This practice later developed into the concept of the *attorney*, derived in Latin as *attornus*. Following the Norman Conquest, legal representation became more structured through the figure of the *attornatus*, namely a representative appointed by a letter of authorization (*attornatio*), which later became the precursor of the modern concept of a power of attorney. As social life became increasingly complex by the late fourteenth century, this role evolved into the profession of *attorney at law*, which handled legal administrative matters and client representation. At the same time, restrictions imposed by *Edward I* on the role of clergy in secular courts encouraged the emergence of a lay legal community. This community later developed through educational institutions and professional associations such as *Inner Temple*, *Middle Temple*, *Lincoln's Inn*, and *Gray's Inn*.¹⁸ Together with the revival of Roman law studies at universities such as the *University of Bologna*, the *University of Montpellier*, and the *University of Orléans*, the term *advocatus* was revived as a more educated, trained, and

¹⁶ Anton-Hermann Chroust, "Legal Profession during the Middle Ages: The Emergence of the English Lawyer Prior to 1400". *Notre Dame Law Review*. Vol. 31 (4) Tahun 1956. h. 537-601. <http://scholarship.law.nd.edu/ndlr/vol31/iss4/2>

¹⁷ E. W. Timberlake, Jr. "Origin and Development of Advocacy as a Profession". *Virginia Law Review*. Vol. 9, No. 1, 1992. h. 25-40. DOI:/10.2307/1065786

¹⁸ David Lemmings (ed.). *Blackstone Commentaries; Hollingworths; History of English Laws*. Vol. II. Edisi Digital. (Oxford University Press : Oxford, 2018), h. 405 DOI:10.1093/actrade/9780199600991.book.1.

structured legal profession, forming one of the earliest foundations of the modern advocate profession.¹⁹

3) Modern Period (1500–2026)

The development of the advocate profession in the modern period cannot be separated from major historical transformations that began in the fifteenth century, including the *Renaissance*, *Reformation*, *Enlightenment*, and *Industrial Revolution*. These intellectual and social transformations significantly influenced legal systems and contributed to the formation of increasingly structured legal professions. Within the *Common Law* tradition, the legal profession developed into several forms, including *attorney at law*, *barrister*, and *solicitor*. By contrast, in the *Civil Law* tradition, legal professional terminology generally derives from the Latin word *advocatus*, which later developed into various national terms such as *Advokat* in *Germany*, *Avocat* in *France*, *Advocaat* in the *Netherlands*, and *Avvocato* in *Italy*.²⁰ During this period, the advocate profession became institutionalized through formal legal education, professional organizations, and codes of ethics as professional standards in legal practice.

In *Indonesia*, the development of the advocate profession followed a different trajectory because it was shaped by colonialism. The profession began to develop formally during the period of the *Dutch East Indies* through various colonial regulations, including the *Reglement op de Rechterlijke Organisatie en het Beleid der Justitie* (State Gazette 1848 No. 57) and the *Reglement op de Burgerlijke Rechtsvordering*. Under this system, several categories of legal practitioners were recognized, including *advocaat*, *procureur*, and *praktizijn* or practicing lawyers.²¹ However, this professional structure was discriminatory, as it was dominated by Dutch and European citizens, while indigenous people had very limited access to legal education and legal practice. Under such circumstances, a group of informal legal practitioners emerged, known as *pokrol bambu* or bush lawyers, namely individuals who acquired legal knowledge through practical experience without formal licensing but nevertheless provided legal assistance to the public.²²

¹⁹ Anonim, "University of Bologna and Roman Law", https://catholic.heritage-history.com/index.php?f=catholic_culture&h=law&s=study-info&type=bologna, 21 Mei 2025.

²⁰ Yati dan Firman Adi Chandra. "Studi Perbandingan Hukum Bentuk Organisasi Advokat Di Negara Jepang, Amerika, Belanda, Indonesia Dan Inggris Menggunakan Sistem Single Bar Multi Bar Atau Keduanya". *Qistie : Jurnal Ilmu Hukum*. Tahun 2025. h. 1-25. Academia.edu

²¹ Mochamad Mansur. "Peran Advokat Dalam Pembangunan Hukum Indonesia". *Widya Yuridika : Jurnal Hukum*. Vol. 2 (2). Tahun 2019. h. 57-70. DOI:10.31328/wy.v2i2.1067

²² Daniel S. Lev. *Legal Evolution and Legal Authority in Indonesia*. Cetakan ke-1 (Hague : Kluwer Law International, 2000). h. 143, Books.google.com

Although limited in number, indigenous advocates began to emerge in the early twentieth century and played important roles in social and political life. One figure recorded as one of the first indigenous advocates was *Besar Mertokusumo*, who opened a law office in 1923. Indigenous advocates not only performed professional legal functions but also actively participated in the national movement and the struggle for independence.²³ Several legal figures also contributed to the formulation of the Indonesian state foundation, including *Alexander Andries Maramis*, *Achmad Soebardjo*, and *Mohammad Yamin*. This demonstrates that the advocate profession at that time made a strategic contribution to the formation of Indonesia's constitutional foundations.

After Indonesian independence, the development of the advocate profession progressed gradually and was influenced by national political dynamics. During the early years of independence, the *Guided Democracy* period, and the *New Order*, the advocate profession lacked a strong legal foundation and faced various political pressures that limited the independence of legal practice.²⁴ A more significant development took place only after the *Reformasi* era of 1998, when the principles of the rule of law and the protection of human rights were strengthened. A major milestone in the history of the Indonesian advocate profession was the enactment of Law Number 18 of 2003 concerning Advocates, which affirms advocates as a free, independent, and responsible profession in upholding law and justice. Protection of the advocate profession was later expanded through the decision of the *Constitutional Court of the Republic of Indonesia* Number 26/PUU-XI/2013 concerning the strengthening of advocates' immunity rights, which guarantees legal protection not only during court proceedings but also outside court proceedings, provided that the acts are carried out in good faith.

The advocate profession may now be regarded as entering a phase that has the potential to become a "golden age," namely a period in which the position of advocates is increasingly recognized as an essential component of law enforcement and the protection of human rights. Within the framework of the modern rule of law, advocates are no longer viewed merely as defenders of clients' interests in court or as purely

²³ Endro Nurbantoro1 et al. "Perang Kemerdekaan Indonesia (1945-1949) dalam Perspektif Strategi Perang Semester". *Jurnal Pendidikan Tambusai*. Vol. 5 (3). Tahun 2022. h. 10520-10530. <https://jptam.org/index.php/jptam/article/view/2658>

²⁴ Donie Wardhana dan Erny Herlin Setyorini. "Eksistensi Advokat Dalam Penegakan Hukum Di Indonesia". *Quantum Juris: Jurnal Hukum Modern*. Vol 7, No. 1, 2025. h. 48-65 <https://journalpedia.com/1/index.php/jhm/article/view/3958/4130>

transactional actors. Rather, they are regarded as a profession with a social responsibility to ensure public access to justice.²⁵

As legal relationships and professional responsibilities become increasingly complex, there is also a growing need to formulate new obligations within legal practice. One aspect that has become increasingly relevant is the obligation to ensure that the authority or mandate granted by the client continues to be carried out even after the client has died. The continuity of authority becomes important in order to ensure the protection of the client's legal interests and to prevent the abrupt interruption of legal proceedings. Accordingly, the concept of the continuity of authority has begun to be viewed as part of the advocate's professional responsibility. This requires mechanisms for the transfer of case management, the administration of legal documents, and coordination with professional colleagues or professional organizations so that the client's mandate may continue to be carried out effectively even when unexpected circumstances arise.

b. Foundations of the Advocate Profession

An advocate is a legal professional authorized to provide legal advice and to represent or defend cases before the courts. A similar definition is found in *Black's Law Dictionary*, which states that an advocate is a person who assists, defends, or represents another party in legal matters, provides legal advice, and defends the client's interests before a court. According to Subekti, an advocate is understood as a defender and legal adviser.²⁶ Meanwhile, M. Yahya Harahap defines an advocate as a subject in judicial proceedings who independently and freely exercises the legal profession as part of law enforcement.²⁷ Normatively, the definition of an advocate is also affirmed in Law Number 18 of 2003 concerning Advocates, which states that an advocate is a person who professionally provides legal services both inside and outside the courts and who fulfills the requirements prescribed by law.

To practice the profession, a person must satisfy a number of relatively strict formal and substantive requirements. These include Indonesian citizenship, a law degree, completion of specialized professional advocate training, passing the professional examination, completion of an internship period, and taking an oath before the High

²⁵ Hardi, "Peran Lembaga Bantuan Hukum Dalam Meningkatkan Akses Keadilan Bagi Masyarakat Miskin di Indonesia". *Muhammadiyah Law Review*. Vol. 9 No. 1. Tahun 2025. h. 11. <https://doi.org/10.46306/rj.v5i2.320>

²⁶ Anwar Hafidzi, "Eksistensi Advokat Sebagai Profesi Terhormat (Officium Nobile) Dalam Sistem Negara Hukum Di Indonesia" *Khazanah, Jurnal Studi Islam Dan Humaniora*. Vol. 13 (1). Tahun 2015. h. 14. <https://doi.org/10.18592/khazanah.v13i1.51>

²⁷ M. Yahya Harahap. *Pembahasan Permasalahan dan Penerapan KUHAP : Penyidikan dan Penuntutan*, Cetakan Ke-1. (Jakarta: Sinar Grafika, 2000).

Court as provided by statutory regulations.²⁸ In addition to formal qualifications, advocates are also required to possess substantive competence, including mastery of various branches of law, legal analytical skills, the ability to draft legal documents, and effective argumentation and communication skills both inside and outside court proceedings.²⁹ Accordingly, the advocate profession requires not only formal legitimacy but also intellectual capability, moral integrity, and a high degree of professional responsibility.

The advocate profession is often described by the Latin term *officium nobile*. This term derives from *officium*, meaning duty, office, or service, and *nobile*, from *nobilis*, meaning noble or honorable.³⁰ Conceptually, the term refers to an office or profession carried out with integrity, moral responsibility, and orientation toward the public interest. The honor of the advocate profession lies not merely in its status as a legal occupation but also in its role in advancing justice, protecting individual rights, and maintaining the continuity of the rule of law. For this reason, the advocate profession is not regarded merely as technical work, but also as a moral calling that carries substantial social responsibility.

c. Basis of the Legal Relationship Between Advocate and Client

In practice, the relationship between an advocate and a client is generally clarified through a legal services agreement.³¹ Through such an agreement, the parties may explicitly determine the scope of legal services, the objectives of case handling, the duration of the engagement, and the amount of the agreed honorarium.³² This agreement may be referred to by various terms, such as a legal services agreement, legal services contract, retainer agreement, or appointment of counsel. However, a legal services agreement is internal in nature between the advocate and the client and therefore, in principle, does not bind third parties. Consequently, in order to represent the client before other parties—including law enforcement authorities, state institutions, or courts—the advocate must be granted authority through a valid power of attorney.

A power of attorney has a legal status distinct from that of a legal services agreement because it grants the advocate authority to act on behalf of the client. Through such an instrument, the advocate is regarded as an extension of the client, so that actions and

²⁸ Indonesia, Undang-undang No. 18 Tahun 2003 tentang Advokat. (Lembaran Negara Republik Indonesia Tahun 2003 Nomor 49 Tambahan Lembaran Negara Republik Indonesia Nomor 4288), Ps. 3

²⁹ *Ibid.*, Ps. 1 Angka .2

³⁰ Kamus, "Profesi, Terhormat, Hormat, Mulia", *KBBI Daring*. <https://kbbi.kemdikbud.go.id>. 1 Juni 2025.

³¹ Sukris Sarmadi, "ADVOKAD" Litigasi dan Non-Litigasi Pengadilan Menjadi Advokat Indonesia Kini. Cetakan Ke-1. (CV. Mandar Maju : Bandung, 2009). h. 82.

³² Yanuar Putra Erwin. "Tinjauan Yuridis Honorarium Yang Diterima Advokat Dari Klien Yang Berstatus Sebagai Tersangka Tindak Pidana Pencucian Uang". *Legislasi Indonesia* Vol. 15 (3) Tahun 2018, h. 167. <https://e-jurnal.peraturan.go.id/index.php/jli/article/view/160>

statements made by the advocate within the scope of the authority granted are deemed to be the actions and statements of the client. In judicial practice, the power of attorney must be specific, meaning that it must clearly state the legal actions that the advocate may undertake, the subject matter of the dispute, and the parties or institutions to which those legal actions are directed.³³ Accordingly, the existence of a power of attorney provides legal legitimacy for advocates to perform the function of legal representation before third parties.

d. Obligations of Advocates

Normatively, the obligations of advocates toward their clients are regulated by various legal instruments, including the Advocate's Oath, Law Number 18 of 2003 concerning Advocates, the Indonesian Advocate Code of Ethics, decisions of the Constitutional Court of the Republic of Indonesia, and provisions of the Indonesian Civil Code.

Table 1. Obligations Toward Clients

Instrument	Article	Provision
Advocate's Oath	4(2)	To act honestly, fairly, and responsibly in accordance with law and justice.
Law on Advocates	19(1)	To keep confidential all matters known or obtained from the client.
	22(1)	To provide legal assistance free of charge to those who are unable to afford it.
	26(2)	To be subject to and comply with the Advocate Code of Ethics.
Indonesian Advocate Code of Ethics	3(c)	To uphold and promote human rights.
	3(g)	To uphold the advocate profession as an honorable profession (<i>officium nobile</i>).
	3(h)	To act courteously and maintain the rights and dignity of the advocate profession.
	4(a)	To prioritize settlement and reconciliation in civil cases.

³³ Indonesia. Reglemen Indonesia Yang Diperbaharui / Het Herziene Indonesisch Reglement (HIR) / Hukum Acara Perdata. (Lembaran Negara (Staatsblad) Tahun 1941 Nomor 44). Ps. 123 <https://jdih.mahkamahagung.go.id/legal-product/herzien-inlandsch-reglement-hir/detail>

	4(b)	Not to mislead the client.
	4(c)	Not to guarantee victory in a case.
	4(d)	To take the client's financial capacity into account when determining honoraria.
	4(e)	Not to impose unnecessary costs.
	4(f)	To give equal attention to all cases.
	4(g)	To refuse to handle cases that lack a legal basis.
	4(h)	To maintain confidentiality even after the professional relationship has ended.
	4(i)	Not to withdraw from representation at a time that would disadvantage the client.
	4(j)	To withdraw where a conflict of interest arises.
	4(k)	To waive the right of retention where its exercise would cause loss.
	5(f)	To transfer all important documents and information to the new advocate.
	7(h)	To provide legal assistance free of charge (<i>pro deo</i>) to those who are unable to afford it.
	7(i)	To inform the client of court decisions in a timely manner.
	8(e)	Not to permit unqualified employees to handle legal matters.
Constitutional Court Decision of the Republic of Indonesia No. 26/PUU-XI/2013	Holding	To perform professional duties in good faith.
Chapter XVI of the Indonesian Civil Code	1797	Not to do anything that exceeds the authority granted.
	1799	Not to commit unlawful acts. To fulfill the agreements that have been made.

1800	To carry out the authority granted. To bear costs, losses, and interest if the authority is not carried out. To complete urgent matters of a client who has died.
1801	To be responsible for negligence, whether paid or unpaid.
1802	To provide an account of acts performed and expenses incurred.

The Indonesian Advocate Code of Ethics specifies the standards of professional conduct governing advocates in their relationship with clients. Advocates are required to act honestly and not mislead clients, not to guarantee success in litigation, to consider the client's financial capacity in determining honoraria, and to avoid imposing unnecessary costs. Advocates are also required to give equal attention to every case, refuse cases lacking a legal basis, maintain client confidentiality even after the professional relationship has ended, and avoid conflicts of interest. In addition, advocates are obliged to inform clients of developments in their cases in a timely manner and may not delegate case handling to persons who lack professional qualifications.

Based on the provisions summarized above, it may be concluded that almost all regulations concerning advocates' obligations are directed toward situations in which the client is still alive. The only provision that explicitly addresses the advocate's position after the death of the client is Article 1800 paragraph (2) of the Indonesian Civil Code:

"Likewise, the attorney-in-fact shall be obliged to complete matters that have already been commenced at the time of the principal's death if loss may result from failure to complete them promptly."

This provision serves as an initial foundation for advocates to develop a new paradigm concerning the scope of professional responsibility – one that is not limited to the lifetime of the client but may continue after the client's death, extending beyond temporal boundaries.

e. Termination of the Advocate's Obligations

The termination of the relationship between an advocate and a client generally follows the principles governing the termination of obligations under civil law. Such a relationship may end when the agreed objective has been achieved, the agreed term has expired, or one of the parties lawfully terminates the legal relationship. In legal practice, termination usually occurs upon completion of the handling of the matter in accordance

with the scope agreed upon in the legal services agreement and the power of attorney. Thus, once the advocate's obligations have been fulfilled and the rights of the parties have been satisfied, the legal relationship between the advocate and the client is deemed to have ended.

Apart from fulfillment of the contractual purpose, a power of attorney may also terminate for various other reasons as provided by the Indonesian Civil Code. These include revocation of authority by the principal, resignation of the attorney-in-fact, death, bankruptcy, or placement under guardianship of either party.³⁴ In the relationship between advocate and client, the client in principle has the right to revoke the authority granted to the advocate, while the advocate may also withdraw from handling the matter provided that this is done properly and without prejudice to the client's interests.

Nevertheless, termination of authority may not be carried out arbitrarily where such action may cause loss to another party. An advocate who intends to withdraw remains obliged to ensure that the client's interests are not abandoned in a prejudicial situation, for example by providing sufficient time for the client to appoint replacement counsel or by transferring all important documents relating to the matter. Thus, the termination of authority is not viewed merely as a legal event but must also take into account the advocate's professional responsibility and ethical duty to protect the client's interests.

f. Obligations of Advocates After the Death of the Client

Article 1800 paragraph (2) of the Indonesian Civil Code provides that the attorney-in-fact remains obliged to complete matters that have already been commenced at the time of the principal's death if discontinuation of those matters may result in loss. This norm indicates that the death of the principal does not automatically terminate all obligations of the attorney-in-fact, particularly where ongoing legal actions still require completion in order to protect legal interests that have already been established.

Accordingly, the legal relationship between advocate and client is not always absolutely terminated by death but may continue in a limited manner for the purpose of completing legal actions that have already been initiated. From this perspective, Article 1800 of the Indonesian Civil Code may be understood as an initial foundation for the development of advocates' responsibilities that extend beyond the lifetime of the client, insofar as such continuation is necessary to fulfill the client's transcendental interests.

g. Obstacles to the Implementation of Article 1800 Paragraph (2) in Practice

The principal obstacle to the implementation of Article 1800 paragraph (2) lies in the absence of implementing provisions in other articles of the Indonesian Civil Code, in the

³⁴ Op. Cit.. Kitab Undang-undang Hukum Perdata, Ps. 1381.

Law on Advocates, and in the Advocate Code of Ethics. There is also no established historical practice of advocates representing persons who have already died. An advocate may indeed continue to protect the interests of a deceased client, but there will often be living persons whose interests may also be affected and who may raise objections. In cases involving the destruction of a will, for example, one heir may consider himself or herself disadvantaged, or the outcome of the advocate's ongoing legal work may benefit one heir over another, or a testamentary executor may become aware that the subject matter of the will has been misappropriated. The most significant issue addressed in this research, however, concerns situations in which the deceased client has no heirs, or all heirs act contrary to the client's mandate. In such circumstances, there may be no one left to defend the interests of the deceased client except the advocate.

After the client's death, the heirs assume control over the deceased's legal interests and estate.³⁵ Under such circumstances, the heirs may regard the continuation of the advocate's actions as no longer beneficial to them. As a result, advocates who seek to continue matters already commenced may face rejection or opposition from the heirs, even though such continuation may still be normatively justified under Article 1800 paragraph (2) to prevent loss.

Heirs may file civil actions seeking annulment of the power of attorney or legal services agreement on the ground that the legal relationship between the advocate and the client ended upon the death of the principal. In certain situations, heirs may also petition the court to halt ongoing legal actions, reclaim documents or assets in the advocate's possession, or refuse recognition of legal acts performed by the advocate after the client's death.

The doctrine of *legitime portie*, which protects the compulsory portion of heirs, further complicates the matter. Under this doctrine, legal actions undertaken by an advocate after the client's death may be regarded as infringing those protected rights and may therefore be subject to annulment. Consequently, the advocate's legal position becomes vulnerable, because actions intended to safeguard the client's interests may instead be considered invalid or void if they conflict with the interests of the heirs. In some cases, advocates may even face criminal complaints alleging unauthorized possession or use of estate property without the heirs' consent, even where such actions were in fact intended to complete legal matters already commenced.

³⁵ Udin Nasrudin & Verlyta Swislyn, *Ke Mana Hartaku Akan Berlabuh?*. Cetakan ke-1. (Jakarta : Elex Media Komputindo 2021), h. 51.

Another obstacle is that the concept of a trust agreement has not yet been widely accepted within the general civil law system of Indonesia, although similar practices have developed to a limited extent in the banking and financial sectors. An advocate may enter into a trust arrangement with a client under which, upon the client's death, the advocate may administer the estate and determine how the property is to be used. This mechanism would be more effective than merely incorporating transcendental obligations into a power of attorney, because the clauses of a trust agreement may be drafted in much greater detail according to the client's particular needs.

Another obstacle is the continuing perception that the relationship between advocate and client is purely contractual in nature. Under this view, once the client dies, all actions by the advocate are automatically considered to lose their legal basis because the contract has ended, without sufficient regard to the moral and professional obligations contemplated by Article 1800 paragraph (2) of the Indonesian Civil Code.

These obstacles, however, are not without weakness, because comparative approaches remain available that may serve as references for reconstructing the application of Article 1800 paragraph (2). In several legal systems, the concept of freedom of testation grants greater flexibility to individuals in determining how their interests should continue to be managed after death, thereby reducing the potential for conflict with heirs.

In addition, some jurisdictions recognize a continuing power of attorney, which remains effective even after the death or legal incapacity of the principal. Such a mechanism may overcome the gap in authority faced by advocates, similar to the mandate framework recognized in the legal system of Switzerland.

Modern legal developments also reveal a shift in the understanding of private property from a predominantly social function toward a more personal function. This shift creates greater room for strengthening individual autonomy in determining the disposition of one's property without the need for consultation with heirs.³⁶

Furthermore, the concept of trust agreements, which is widely recognized in many jurisdictions, demonstrates that legal instruments already exist globally to ensure the continuity of protection of a person's interests. This phenomenon is not limited to

³⁶ Helmi, T. T. dan Rasji, R. "Pergeseran Fungsi Hak Milik Pribadi dan Potensi Tertingginya". *Jurnal Ilmu Hukum, Humaniora Dan Politik*. Vol. 5 (5), h. 3840-3849. <https://doi.org/10.38035/jihhp.v5i5.4910>

common law jurisdictions; even civil law countries such as China have adopted trust legislation since 2001.³⁷

Accordingly, the various obstacles within the Indonesian legal system are essentially relative in nature and open to adoption and harmonization in order to create greater legal certainty that is adaptive and progressive. This further strengthens the urgency of reconstructing the norm contained in Article 1800 paragraph (2) of the Indonesian Civil Code within future legislation on advocates, so as to provide legal certainty, professional protection, and a balanced accommodation of the interests of deceased clients and the rights of their heirs.

2. Formulating the Transcendental Obligations of Indonesian Advocates Through a Comparative Approach by Drawing on Article 406 of the Swiss Code of Obligations

a. Basic Human Needs

The theory of human needs developed by Abraham Maslow explains that human beings possess a hierarchy of needs arranged from basic needs to the highest needs. At the lowest level are physiological needs, such as food, water, and shelter, which constitute the fundamental conditions for survival. After these, human beings require a sense of security, both physical and psychological, including protection from threats, job security, and stability in life.

At the next level, human beings have needs for love and belonging, which are reflected in social relationships such as family, friendship, and the workplace. These needs then develop into needs for esteem, in which individuals seek recognition, status, and a sense of being valued by others as well as by themselves.

At the apex of the pyramid, Abraham Maslow places self-actualization, namely the human need to develop and realize one's fullest potential. At this stage, individuals are no longer merely oriented toward satisfying basic needs or obtaining social recognition, but instead seek meaning in life through personal achievement, creativity, and meaningful contribution in accordance with their capacities.

If the needs within this hierarchy are not fulfilled, different forms of disruption may arise in the individual's physical and psychological condition. When physiological needs are not met, individuals will struggle to survive. When the need for security is not fulfilled, anxiety and instability will emerge. When the need for love and belonging is

³⁷ Jinxian Li. "Does Trust Beneficiary Protection Affect the Performance of Trust Companies? An Analysis Based on the Theory of Law and Finance". *Journal of Economic Analysis*. Vol. 3 (1). Tahun 2024. h. 79-98. doi.org/10.58567/jea03010004

neglected, individuals tend to feel isolated and alienated. Failure to satisfy the need for esteem may result in low self-worth and loss of self-confidence. Meanwhile, the failure to fulfill the need for self-actualization may give rise to feelings of emptiness, lack of meaning, and the inability to develop one's potential optimally. Taken together, these deficiencies may hinder an individual's quality of life and psychological well-being.

Abraham Maslow later identified a higher need beyond self-actualization, namely self-transcendence. Self-transcendence refers to the drive to move beyond personal interests and to create broader meaning for others. In this context, individuals are no longer oriented solely toward themselves, but also toward contributing to higher values, the surrounding environment, and even the universe itself.³⁸ Human beings do not wish to be constrained by time and space; if possible, they wish to live forever. They do not wish the fruits of their hard work to be wasted by ungrateful heirs. Rather, they wish their achievements and property to be used for the greatest possible benefit of others.³⁹ They seek the best strategy to preserve and develop their property, and they understand which heirs are best able to sustain and protect it.⁴⁰

b. Continuity of Mandate Under the Swiss Code of Obligations

In the Swiss civil law system, the legal relationship of mandate is regulated in the law of mandate under the Swiss Code of Obligations (*Obligationenrecht* or *OR*). As a matter of principle, Swiss law recognizes that a mandate may terminate for various reasons, including the death of the principal. However, Swiss law also places the protection of the principal's legal interests as a primary concern. Therefore, although the legal relationship of mandate may formally end upon death, Swiss law provides certain mechanisms to ensure that ongoing legal actions are not abruptly interrupted where such interruption may jeopardize the interests of the principal or the principal's estate.

The relevant provision may be found in Article 406 of the Swiss Code of Obligations, which regulates the legal consequences of the termination of a mandate. This provision states that acts performed by the attorney-in-fact before becoming aware that the mandate has terminated remain binding upon the principal and the principal's heirs as though the contract remained in force. In other words, Swiss law protects professional acts undertaken by the attorney-in-fact in good faith, so that such acts do not automatically become invalid merely because the principal has died.

³⁸ Meilinda Susanto, *Family Constellation*, Cetakan Ke-8, (Jakarta : Gramedia, 2025), h. 63, 78.

³⁹ Morgan Housel, *The Psychology of Money*, Cetakan Ke-3, (BACA : Tangerang Selatan, 2023), h. 180.

⁴⁰ Sigurd Einum dan Ian Fleming, Highly fecund mothers sacrifice offspring survival to maximize fitness, *Nature* Vol. 405 Edisi 6786, Tahun 2000, h. 565-7 DOI:10.1038/35014600

In addition, Article 405 paragraphs (1) and (2) of the Swiss Code of Obligations also reflect the principle of continuity of mandate:

“Unless otherwise agreed or implied by the nature of the business, the mandate ends on loss of capacity to act, bankruptcy, death or declaration of presumed death of the mandator or the mandatee.

However, where termination of the mandate jeopardises the mandator’s interests, the mandatee, his heir or his representative is obliged to continue conducting the business until such time as the mandator, his heir or his representative is able to conduct it himself.”

Although a mandate generally terminates upon the death of the principal, Swiss law requires the attorney-in-fact to continue handling the matter where termination may endanger the principal’s interests. This obligation continues until the authorized party – whether the heirs or a legal representative – is able to assume control over the management of the matter.

The phrase “unless otherwise agreed” indicates that termination of the mandate by reason of death, loss of capacity, or bankruptcy is not absolute. Rather, it may be displaced where the parties have previously agreed otherwise. Accordingly, the principal retains freedom in principle to determine that the mandate will continue even after death, provided that such continuation is expressly agreed upon or implied by the nature of the legal relationship. This provision reflects the flexibility of Swiss civil law, which allows the continued management of legal interests and therefore may serve as a useful comparative reference in addressing the rigidity of Indonesian law, which generally treats death as a cause of termination of mandate.

Moreover, the phrase “implied by the nature of the business” demonstrates that even in the absence of an explicit agreement between the parties, continuity of the mandate may still arise where the nature of the legal relationship inherently requires continuity. This means that in forms of management that are continuous in character – such as the administration, development, and protection of property for the benefit of a benefactor or heirs – the law implicitly recognizes that the mandate does not automatically terminate upon the death of the principal.

Thus, continuity does not depend solely upon contractual agreement, but also upon the objective character of the legal relationship itself, which rationally and functionally is intended to extend beyond the existence of the principal. Accordingly, the mandate may continue in order to safeguard broader interests.

The approach adopted by Swiss law may serve as a relevant reference for developing the concept of continuity of advocates’ responsibilities within Indonesian law. Compared with Article 1800 paragraph (2) of the Indonesian Civil Code, Swiss law provides an

additional layer of protection by recognizing acts performed in good faith by the attorney-in-fact before knowledge of the termination of the mandate. Therefore, the Swiss regulatory model may provide normative inspiration for clarifying the scope of advocates' responsibilities after the death of the client, while also ensuring legal certainty for professional actions undertaken in order to protect the client's interests.

c. Transcendental Duties of Advocates

The implementation of Transcendental Advocacy Duty may initially begin through the following minimum steps:

1. to determine the identity of the lawful heirs;
2. to ascertain whether the client has left a valid will;
3. to request an extension of time or postponement from the opposing party, the panel of judges, or the relevant institution in order to identify a replacement for the client's legal position;
4. to facilitate the heirs in promptly obtaining a Certificate of Inheritance or Deed of Inheritance Rights;
5. to explain the status of the ongoing case or matter;
6. to explain the rights and obligations of the heirs as successors to the client;
7. to explain the consequences if the heirs do not promptly continue the case or matter;
8. to continue acting in good faith where the heirs have not yet obtained a Certificate of Inheritance, have not yet expressed their position, or where certain acts must be performed and failure to do so would result in actual loss;
9. to explain whether the advocate's obligations under the power of attorney and legal services agreement have or have not yet been fulfilled;
10. to offer professional services for the continuation of the case or matter;
11. to provide copies of case documents or relevant materials to the heirs or to another advocate appointed by them;
12. to prepare a written report; and
13. to initially bear all necessary expenses.

In situations where the heirs do not wish to continue pursuing the client's objectives, or where the heirs themselves are parties in dispute with the client, the advocate's initial obligations must nevertheless still be performed. However, in such circumstances, the advocate's litigation-related duties may only be carried out insofar as they remain consistent with the client's noble intentions.

In order for the concept of Transcendental Advocacy Duty to be implemented responsibly, certain supervisory limitations are necessary. One such mechanism is the

designation of an authorized body to supervise and receive reports concerning the performance of the advocate's duties. Such a body may consist of a professional association of advocates, two independent advocates who have no conflicting interests with the advocate performing the duties, or a supervisory judge, where relevant legal provisions have been established.

Before the concept of Transcendental Advocacy Duty is expressly recognized and protected by legislation, advocates may nevertheless carry out those initial and subsequent duties that remain legally possible. Such actions cannot be categorized as unlawful acts, because filing an *amicus curiae* brief, commencing legal proceedings, intervening in a case, or reporting matters to law enforcement authorities are rights available to every citizen.

However, at present, judicial institutions and the police do not yet possess an adequate legal basis for recognizing advocates who act independently on behalf of deceased clients. If, in the future, advocates obtain sufficient legal authority, regulatory provisions, and protection to act on behalf of clients without the consent of heirs, then the concept of Transcendental Advocacy Duty may be regarded as having been fully realized.

If the concept of Transcendental Advocacy Duty is legally recognized, institutionalized, or affirmed through successful legal proceedings, then the subsequent obligations attached to advocates will also be accompanied by certain rights.

The subsequent obligations and rights of advocates may include the following:

1. to prepare and submit a pact or proposal setting out how the client's interests and objectives will be continued;
2. to obtain approval from the designated institution or committee;
3. to comply with the approved pact or proposal responsibly and in good faith;
4. to perform transcendental obligations to the fullest extent possible;
5. to report the actions taken and the status of the client's assets at least once every three months to the designated institution;
6. to report whether the client's interests have or have not been achieved;
7. to ensure that the heirs are not neglected and receive benefits from the management of the client's property;
8. to ensure that the management of the client's property is directed toward broader social interests, with priority given to activities organized by the state;
9. to identify a replacement willing to continue the client's interests where the advocate is unable to do so for three consecutive months; and

10. to designate a protocol advocate who will replace the original advocate in the event of death.

The rights of advocates should at minimum include the following:

1. to receive priority status as a Transcendental Advocate, or where qualifications are not met, to occupy a designated position such as witness or supervisor;
2. to receive reasonable reimbursement of expenses from the proceeds of the management of the client's property; and
3. to receive reasonable remuneration or a success fee from the proceeds of the management of the client's property where the client's objectives and interests have been achieved at the stage determined by the designated institution. Such remuneration must not constitute the advocate's sole source of livelihood.

The implementation of the concept of Transcendental Advocacy Duty will also require specialized training and certification for advocates who perform such roles. Such certification is necessary in order to establish Transcendental Advocates as a more specialized professional category, comparable to the specialization that applies to administrators and trustees in insolvency practice.

Accordingly, consistent implementation of the concept of Transcendental Advocacy Duty creates the need for specialized training and separate certification for advocates who undertake such responsibilities. This development opens the possibility for the emergence of a more specialized professional category—namely, the Transcendental Advocate—with a status comparable to other specialized legal professions such as administrators and trustees within insolvency law.

CONCLUSION

The principal finding of this study demonstrates that an advocate's obligations as an attorney-in-fact do not automatically terminate upon the death of the client, but continue insofar as the client's legal interests remain unfulfilled. A systematic interpretation of Article 1800 paragraph (2) of the Indonesian Civil Code confirms that an advocate remains obliged to complete matters already commenced where termination of the mandate may result in loss. Within this framework, this study introduces the concept of Transcendental Advocacy Duty, namely the obligation of advocates to continue pursuing the client's objectives and interests after the client's death, as reflected in the power of attorney, agreements, wills, or other forms of legally expressed intention. This concept places advocates within a framework of continuing responsibility that encompasses initial obligations, obligations during the course of dispute resolution, and subsequent

obligations, while remaining grounded in the principles of prudence, good faith, and balance with the rights of heirs.

The legal implications of these findings point to the need to expand the normative framework governing advocates' obligations so that it is understood not merely as a contractual relationship, but as a professional responsibility possessing continuing ethical and normative dimensions. Nevertheless, Article 1800 paragraph (2) of the Indonesian Civil Code does not yet provide sufficient clarity regarding the limits, mechanisms, and standards for the implementation of advocates' obligations after the death of the client, thereby creating the potential for legal uncertainty in practice. Accordingly, this study recommends a reformulation of the regulation of advocates' obligations through amendment of Law Number 18 of 2003 concerning Advocates by explicitly incorporating the principle of continuity of mandate. The normative approach reflected in Article 406 of the Swiss Code of Obligations may serve as a useful reference for strengthening the protection of clients' interests and clarifying advocates' responsibilities in ensuring legal certainty and justice.

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