

Implementation of the Rights and Obligations of the Parties in the Law of the Agreement

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Abstract

The research method used is a literature study research system where research is carried out by searching, reading, recording, and analyzing findings in the field related to written sources such as books, journals, archives, articles, or magazines that correlate with the current problem studied. The Deed of Agreement corresponds to the Dutch term overeenkomst or English agreement. Hence, the term contract law. If the term engagement rights are intended to cover all forms of engagement in Volume 3 of the Civil Code, namely legal obligations originating from contracts and legal obligations made by law. This term applies only to contract law. The threat of such penalties from the guarantor of performance is required if the engagement is not fulfilled. With the promise of the threat of punishment, the creditor cannot be separated from the obligation to prove the magnitude of the loss he has suffered. Cancellation of the threat of punishment does not result in the cancellation of the principal engagement.

Keywords

rights; obligations;
agreements;
implementation



I. Introduction

Agreement is a translation of overeenkomst. Chapter 13 38 of the Civil Code paragraph 1 states that "agreement is the act of one or more persons which binds one or more persons". According to Svekto, "a contract is an event in which a person promises to do something to another person or each other." twenty-three Munir Fuady stated that the terms of the agreement in the Deed of Agreement were following the Dutch term overeenkomst or the English agreement. Hence, the term contract law. If the term engagement rights are intended to cover all forms of engagement in Volume 3 of the Civil Code, namely legal obligations originating from contracts and legal obligations made by law. This term applies only to contract law.

Incomplete because what is formulated is only about the agreement biased. This understanding is said to be too broad because it can include actions in the field of family law, such as a marriage vow, which is also an agreement but is different from the agreement regulated in Book III of the Civil Code. Agreements regulated in Book III of the Civil Code have criteria that can be assessed materially, in other words, they can be valued in money. According to Abdulkadir Muhammad, an agreement is an agreement where two or more people bind themselves to carry out a thing regarding assets. Based on the brief understanding above, it contains several elements that provide the form of the understanding of the agreement, including "legal relations (rechtbetrekking) regarding property law between two or more people,

If so, the agreement/verbintenis is a rechtbetrekking legal relationship which by the law itself is regulated and ratified using that relationship. Therefore, agreements,

including legal relations between individuals, are issues that exist in the realm of law. The agreement creates an alliance that has legal consequences for the parties.

The agreement will give rise to rights and obligations for each party who agrees. The parties will be bound to comply with the contents of the agreement that has been made. With a good agreement, it is hoped that disputes will arise in the future because everything has been regulated. The agreement can provide guarantees and legal certainty for the parties. With this agreement, it is hoped that the parties involved in it can carry out following the agreed agreement, in good faith. The benchmark for the implementation of an agreement can be seen to what extent the parties carry out their rights and obligations properly. Therefore, researchers are interested in studying contract law with the title"

II. Research Method

The research method used is a literature study research system where research is carried out by searching, reading, recording, and analyzing findings in the field related to written sources such as books, journals, archives, articles, or magazines that correlate with the current problem studied. So that it can be evidence to strengthen the argumentation statement presented

The research was conducted in May which was conducted by first looking for sources. The collected sources consist of primary sources consisting of books, scientific articles, and journals. While secondary sources are obtained through other sources such as news, online newspapers, or internet pages.

The technique of collecting data in this research is by tracing the sources of writings that have been made previously. The search was carried out on various written sources, both in the form of books, archives, magazines, articles, journals, or documents, and internet sites related to the problem under study.

There are several steps in the preparation of a written work which can be explained in detail as follows. In the preparatory stage, the researcher created a frame of mind that aims to make it easier for the author to find information related to the related variables. Editing is reviewing and re-examining the data that has been obtained and then prepared for further processing. In this study, the researcher made edits in terms of matching various relevant sources obtained through library research so that the validity of the data obtained could be ascertained.

III. Results and Discussion

3.1 Covenant Legal Rights and Obligations

The threat of such penalties from the guarantor of performance is required if the engagement is not fulfilled. With the promise of the threat of punishment, the creditor cannot be separated from the obligation to prove the magnitude of the loss he has suffered. Cancellation of the threat of punishment does not result in the cancellation of the main engagement

The Complementary Civil Code will only apply to the parties if the parties do not regulate it themselves unless there are compelling provisions that are mandatory and must be complied with.

The principle of consensuality comes from the word consensus, which means to agree. However, there are times when the law stipulates that for the validity of an agreement, it is required that the agreement be made in writing or by notarial deed, this is an exception. What is common is that the agreement is valid in the sense of being binding

because an agreement is reached on the main points of the agreement. Since the article does not mention a certain formality other than the agreement that has been reached, it can be concluded that every agreement is valid in the sense that it is binding on the parties, if an agreement has been reached on the main matters or the things that are the object of the agreement.

There are two principles in this matter, namely subjective and objective, regulated in Article 1338. The principle of subjective good faith is honesty with oneself or good faith that is clean from the parties, while the principle of objective good faith is that the implementation of the agreement must go on the right track, and must heed the norms of propriety and decency. Judgment lies in common sense and justice is used as an objective measure to assess the situation according to objective norms.

The principle of a good dika. A personality means that in general no one can agree except for himself, the agreement is only binding on the parties who make it. The principle of personality is the principle that determines that someone who will do and or make an agreement is only for the benefit of the individual. This state of coercion is a condition where the debtor cannot do anything about a situation or event that arises beyond his expectations.

Johari Santoso and Achmad Ali, Covenant Law. In the agreement, it is necessary to formulate terms and conditions covering the rights and obligations of the parties. Preparation of the provisions of rights and obligations The relationship between rights and obligations as well as a series of rights and obligations between the parties must be logical. For example, in a loan agreement, based on an agreement, if the loan has been obtained for a certain period, the loan will return the loan to the lender within the specified time.

Article 1338 of the Civil Code, an agreement must be made in good faith, namely propriety, and propriety. Legal principles are basic thoughts that are general and abstract or those behind the concrete regulations contained in and behind every legal system embodied in statutory regulations and judicial decisions which are positive laws and can be found by looking for the characteristics or characteristics that are general in the concrete. regulation. Legal principles need to be seen as general principles or guidelines for applicable law. Thus it can be concluded that legal principles can correct and straighten a concrete legal rule which is contrary to the principle of law itself, and concrete legal rules must implement legal principles.

Carrying out their obligations as agreed, the other party has the right to take legal to get their rights. Then the contracontractome from laws and regulations, contracts or agreements made by the parties, propriety and c, custom. Numb several principles or principles form the basis of contract law. The main principles or principles that are considered as pils of contract law, provide an overview of the background to the way of thinking that forms the basis of contract law.

The contract should outline the terms and conditions covering the rights and obligations of the parties. Details of the rights and obligations of the parties can be found in the wording of this actual commercial transaction. Preparation of the provisions of rights and obligations according to Salim HS, Contract Law, Jakarta: Sinar Graphic, 2008. These parties require caution and attention. In designing an agreement, it is necessary to understand business transactions not only from the normative theoretical aspect but from the empirical side by conducting field visits so that they can fully understand the basic principles and details of business transactions.

The relationship between rights and obligations and a set of rights and obligations between the parties must be a logilogicalefore, basically it can be said that the set of rights must be inversely proportional to the set of obligations. For example, in a loan agreement,

based on an agreement, if the loan has been obtained for a certain period of time, then the party receiving the loan is obliged to return the loan to the lender within the specified time.

An example of the formulation of rights and obligations in the agreement reached between the borrower and the lender is as follows, the borrower is entitled to obtain funds, the loan is promised, and at the same time the borrower is obliged to provide guarantees to the lender. to guarantee loan repayment. Combined by definition, an engagement is a relationship between two or more persons, of whom are financially capable, one of whom is entitled to fulfill and the other is entitled to fulfill. is committed performance. From the above formula, we can see that the engagement has four components, Legal relationship, Wealth; Party and achievements.

For relationships that occur in public traffic, the law places the "right" on one party and places the "obligation" on the other party. When one of the parties neglects or violates the relationship, the law requires that the relationship be fulfilled or restored. To assess a legal partnership relationship or not, the law has certain criteria (criteria).

3.2 Implementation of Rights and Obligations in Contract Law

According to Article 1338 of the Civil Code, agreements must be based on integrity, namely common sense and rationality. Doctrine is the general and abstract principles, or background of special regulations, which are contained, and the background of the legal system, which is embodied in statutory regulations. To find special rules by using general characteristics or characteristics. Legal principles must be considered as general principles or guidelines for applicable law. Draft laws must be based on statutory principles. In other words, doctrine is the basis or direction of formation in positive law. With legal principles, you can change and change special legal norms that violate the legal principle itself, and special legal norms that implement these principles.

If either party fails to fulfill its obligations under the Agreement, the other party has the right to take legal action to obtain such rights. There are three types of contract default, the debtor does not fulfill the contract at all, the debtor is in default. The debtor is wrong or unable to fulfill his obligations. The debtor is obliged to pay compensation after being declared negligent, but still does not fulfill his obligations. (Article 1243 of the Civil Code). "Compensation consists of losses and interest costs" (Articles 1244 to 1246 of the Civil Code). "The payment must be directly related (causally) to the broken promise" (Article 1248 civil code). The breach of promise is not due to the negligence of the debtor, and circumstances can determine how the risk principles resolve the loss. Therefore, with, we can almost conclude that the performance of Fulfillment of obligations arising from the contractual relationship. This obligation is a contractual obligation. Second, contractual obligations can result from laws and regulations, contracts or agreements of the parties, dignity and customs.

Efforts to protect the Civil Code against related parties are one source of information that gives birth to the obligations stipulated in Book III of the Civil Code. However, other sources of responsibility are law, law, written and unwritten law, and science. An engagement is a legal relationship formed by contract and law. Legal relationship is a relationship that causes legal consequences, namely the existence of rights and obligations. The agreement that fulfills the validity is binding on the parties and the legal consequences of the engagement must be fulfilled in good faith in accordance with Article 11338 Paragraph 3 of the Civil Code. The creditor may request the detention of a case filed by the debtor that is detrimental to the creditor (actio Pauliana) as regulated in Article 1341 of the Civil Code.

These points or principles are considered the pillars of the Contract Law Convention and provide an overview of the background ideas that form the basis of Contract Law. Due to the nature of the problem, the core principles are also called the core principles of the rule of law or the principles that become the broadest basis for the birth of laws and regulations. Legal principles serve as guidelines or directives that underlie law enforcement.

Legal Principles Are Not Just Guidance Not only to handle difficult cases, but also from the perspective of applying the rules. One of the very basic principles of Contract Law is the protection of the parties, especially the victims. According to the Injury Protection Principle or Principles, if payment is delayed Contrary to the agreement, the other party is granted various rights. One of the parties, is in breach of default, but in order to maintain balance, it is necessary to protect the interests

In this investigation, legal protection, namely the legal norm, is paragraph 1338 (3) of the Civil Code which states that agreements must be made in good faith. If the agreement is made based on Article 1320 of the Civil Code, then the consequences contained in 1338, then this agreement is legally valid for the parties. If one of the parties does not provide the service as agreed, this is called default. The occurrence of a default causes losses to the other party (to the party in default).

Fulfillment of rights is the implementation of synchronous obligations from the conventions of the parties to the contract, which must be obeyed, considering that in making a contract the parties do so on the basis of the principle of freedom of contract, good faith and promises must be kept. The contract gives birth to an engagement which causes the consequences of the convention rules of the parties to become binding and this needs to be realized reciprocally between the parties to carry out their obligations into legal actions to fulfill the rights of each party. The contract gives birth to rights and obligations because it is based on Article 1338 of the Civil Code and fulfills the requirements in Article 1320, so that the agreement formed is a binding regulation or law for the parties to be implemented.

The fulfillment of rights carried out as the fulfillment of obligations according to the agreement of the parties in the contract is a legal act that can be accounted for because the contract is made by the parties based on a joint decision and the parties who make the agreement. Contracts are parties who are able to carry out legal actions, including contracts that are formed. Limited in exclusive matters and the purpose of making a valid contract is based on good faith, namely for lawful causes. If the parties do not carry out their obligations in accordance with the contract made, then compensation will occur due to violations.

IV. Conclusion

1. According to Article 1338 of the Civil Code, agreements must be based on integrity, namely common sense and rationality. Doctrine is the general and abstract principles, or background of special regulations, which are contained, and the background of the legal system, which is embodied in statutory regulations. To find special rules by using general characteristics or characteristics. Legal principles must be considered as general principles or guidelines for applicable law. Draft laws must be based on statutory principles. In other words, doctrine is the basis or direction of formation in positive law. With legal principles, you can change and change special legal norms that violate the legal principle itself, and special legal norms that implement these principles.

2. The threat of such punishment from the guarantor of performance is required if the engagement is not fulfilled. With the promise of the threat of punishment, the creditor cannot be separated from the obligation to prove the magnitude of the loss he has suffered. Cancellation of the threat of punishment does not result in the cancellation of the principal engagement. The Complementary Civil Code, which will only apply to the parties if the parties do not regulate it themselves unless there are compelling provisions that are mandatory and must be complied with.

Suggestion

Referring to the findings in this study, some suggestions that can be given despite the shortcomings of this paper are as follows:

1. Hopefully this paper can be a reference and reference for the government in making policies regarding the rights and obligations of the parties in contract law.
2. Hopefully the younger generation can learn and take lessons from the implementation of the rights and obligations of the parties in contract law.

References

- Adolf, Huala. 2013. International Trade Law. Rajawali Press: Jakarta.
- Djohari Santoso & Ahmad Ali. 1989. Indonesian Covenant Law, Yogyakarta: FH UII Library.
- HS, Salim. 2003. Development of Innominated Contract Law in Indonesia. Sinar Graphic: Jakarta.
- Ridwan Khairandy. 2013. Indonesian Contract Law in Comparative Perspective, First Part, Yogyakarta: FH UII Press.
- Soerjono Soekanto. 2003. Normative Legal Research, Jakarta: PT Raja Grafindo Persada.
- Suhamoko. 2004. Covenant Law, Theory and Case Analysis, Jakarta: Prenada Media: Jakarta.