

Perubahan regulasi sebagai keadaan memaksa terhadap perjanjian: Studi kasus pemutusan perjanjian karena perubahan regulasi (Putusan No.04/PDT.G/2004/PN.BTG) = The change of regulation as force majeure towards contracts: Case study of the annulment of contract due to the change of regulation (Court order (Putusan No.04/PDT.G/2004/PN.BTG))

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Abstrak

Skripsi ini membahas mengenai permasalahan perubahan regulasi terhadap perjanjian yang merupakan keadaan memaksa bagi pelaksanaan prestasi dari perjanjian. Metode penelitian yang digunakan dalam penulisan skripsi ini yaitu penelitian yuridis-normatif dengan menggunakan data sekunder melalui studi dokumen dan penelitian ini bersifat deskriptif-analitis.

Berdasarkan analisis dalam pembahasan, perubahan regulasi yang dijadikan dasar pembelaan oleh Tergugat atau Pemerintah Kabupaten Batang atas Perjanjian Kerjasama Peningkatan dan Pengelolaan Pangkalan Barang di Kabupaten Batang telah menyebabkan pelaksanaan prestasi menurut perjanjian menjadi tidak mungkin secara hukum. Dengan demikian, pihak Penggugat yaitu CV. Usaha Putra Indonesia tidak dapat menuntut pertanggungjawaban atas ganti rugi terhadap ketidakterlaksanaan dan pemutusan perjanjian.

.....This minithesis analyzes the issues arising from the change of regulation and its impacts to the existing contract. Under such circumstances caused by the change of regulation which then qualified as force majeure, it is used for the Respondent to defend himself from the compensation suits due to the loss of profits and other damages. This minithesis is written using research method of legal-normative research approach and secondary data through literature study which then this minithesis is classified as descriptive-analytical research.

Based on the analysis, the change of regulation affecting the contract of improvement and operation of cargo base in the Regency of Batang, had become the Respondent ground to defend himself from the accusation of breach of contract as accused by the Plaintiff, CV. Usaha Putra Indonesia. Such ground of force majeure had made the performance of the contract become legally impossible due to the change of regulation which prohibits the collection of retribution in cargo base by the contractor. Therefore, the Plaintiff was no longer able to claim for compensation of the loss of profits and damages due to the impossibility of performing the contract and the contract had become annulled.