

Cidera janji/wanprestasi dalam pelaksanaan perjanjian build operate and transfer antara PT. Bank Rakyat Indonesia, Tbk.; dana pensiun BRI dengan PT. Mulia Persada Pacific : studi kasus putusan Mahkamah Agung Republik Indonesia No. 247 PK/Pdt/2013 = Injury promises default in the implementation agreement in build operate and transfer between PT. Bank Rakyat Indonesia, Tbk.; BRI pension fund with PT. Mulia Persada Pacific : case study Supreme Court decision of the Republic of Indonesia Number 247 PK/Pdt/2013

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Abstrak

[ABSTRAK

Penelitian ini membahas tentang Perjanjian Bangun Guna Serah (Build, Operate and Transfer/ BOT) yang merupakan istilah baru dalam kegiatan ekonomi Indonesia. Metode penelitian yang digunakan dalam penulisan ini adalah penelitian kepustakaan yang bersifat yuridis normatif dan menggunakan alat pengumpul data yang berupa studi dokumen baik data primer maupun data sekunder. Adapun pengertian BOT adalah pemanfaatan barang milik kekayaan negara atau swasta/ perorangan yang berupa tanah oleh pihak lain, dimana pihak tersebut diberikan hak untuk membangun bangunan dan/ atau sarana lain berikut fasilitas di atas tanah tersebut, serta mendayagunakannya dalam jangka waktu tertentu, untuk kemudian menyerahkan kembali tanah, bangunan, dan/ atau sarana lain berikut fasilitas tersebut beserta pendayagunaannya kepada Departemen/ Lembaga atau pemilik lahan bersangkutan setelah berakhirnya jangka waktu yang disepakati. Dalam perjanjian BOT ada kemungkinan terjadinya wanprestasi, dalam hal ini wanprestasi terjadi antara PT. Bank Rakyat Indonesia, Tbk.; Dana Pensiun BRI Dengan PT. Mulia Persada Pacific. PT. Mulia Persada Pacific dianggap melakukan wanprestasi karena tidak memenuhi beberapa kewajibannya yang sudah diperjanjikan yang pada akhirnya harus diselesaikan melalui pengadilan yang berakibat pada berakhirnya perjanjian BOT tersebut dan PT. Mulia Persada Pacific harus membayar biaya ganti rugi, denda dan bunga serta biaya perkaranya. Hasil penelitian ini menyarankan agar perjanjian BOT perlu segera dibuat pengaturan khusus yang dapat berupa peraturan perundangundangan ataupun peraturan pemerintah serta para pihak yang berkepentingan dalam perjanjian BOT harus lebih selektif dalam memilih mitra kerjasamanya.

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ABSTRACT

This study discusses about the Build Agreement To Deliver (Build , Operate and Transfer / BOT) which is a relatively new term in the Indonesian economic activities . The method that used in this thesis is the research literature normative

juridical and use data collection tool in the form of studies document both the primary data and secondary data. The definition of the BOT is the use of state property or private property / individuals in the form of land by another party , where the party is given the right to build a building and / or other means the following facilities on the land , and use it within a certain period , and then handed back to the land , building , and / or other means of following the facility along and right to use it to the Department / Institution or relevant land owner after the expiration of the agreed period . In a BOT agreement is no possibility of default , in which case default occurs between PT . Bank Rakyat Indonesia , Tbk . ; BRI Pension Fund With PT . Mulia Persada Pacific . PT . Mulia Persada Pacific considered in default because it did not meet some of its obligations as they fall due , which in turn must be resolved through the courts that resulted in the expiration of the BOT agreement and PT . Mulia Persada Pacific should pay indemnity costs , penalties and interest as well as the cost of its case . The result of this study suggest that the BOT agreement needs to be made special regulation that can be either legislation or regulation and as stakeholders in BOT agreement should be more selective in choosing their cooperation partners.;This study discusses about the Build Agreement To Deliver (Build , Operate and Transfer / BOT) which is a relatively new term in the Indonesian economic activities . The method that used in this thesis is the research literature normative juridical and use data collection tool in the form of studies document both the primary data and secondary data. The definition of the BOT is the use of state property or private property / individuals in the form of land by another party , where the party is given the right to build a building and / or other means the following facilities on the land , and use it within a certain period , and then handed back to the land , building , and / or other means of following the facility along and right to use it to the Department / Institution or relevant land owner after the expiration of the agreed period . In a BOT agreement is no possibility of default , in which case default occurs between PT . Bank Rakyat Indonesia , Tbk . ; BRI Pension Fund With PT . Mulia Persada Pacific . PT . Mulia Persada Pacific considered in default because it did not meet some of its obligations as they fall due , which in turn must be resolved through the courts that resulted in the expiration of the BOT agreement and PT . Mulia Persada Pacific should pay indemnity costs , penalties and interest as well as the cost of its case . The result of this study suggest that the BOT agreement needs to be made special regulation that can be either legislation or regulation and as stakeholders in BOT agreement should be more selective in choosing their cooperation partners.;This study discusses about the Build Agreement To Deliver (Build , Operate and Transfer / BOT) which is a relatively new term in the Indonesian economic activities . The method that used in this thesis is the research literature normative juridical and use data collection tool in the form of studies document both the primary data and secondary data. The definition of the BOT is the use of state

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