

Perjanjian Baku Ditinjau Berdasarkan Asas Keseimbangan (Studi Kasus Putusan Pengadilan Negeri Purwokerto Nomor 20/Pdt.G/2021/Pn.Pwt Dan Putusan Pengadilan Negeri Kabupaten Kediri Nomor 122/Pdt.G/2018/Pn.Gpr). = Standard Agreements Review Based On The Principle Of Balance (Case Study Of The Decision Of The Purwokerto State Court Number 20/Pdt.G/2021/Pn.Pwt And The Decision Of The State Court Of Kediri Regency Number 122/Pdt.G/2018/Pn.Gpr)

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Abstrak

Perjanjian baku merupakan perjanjian yang banyak digunakan dalam bidang bisnis. Namun pada prakteknya penggunaan perjanjian baku seringkali mengabaikan asas keseimbangan para pihak serta sulit untuk menemukan pengaturan yang mengatur mengenai batasan penggunaan perjanjian dengan bentuk baku di Indonesia sehingga banyak terjadi perkara terkait dengan penggunaan perjanjian baku. Dalam penelitian ini, penulis menggunakan metode penelitian yuridis normatif, dengan menganalisis Putusan Pengadilan Negeri Purwokerto Nomor 20/Pdt.G/2021/Pn.Pwt Dan Putusan Pengadilan Negeri Kabupaten Kediri Nomor 122/Pdt.G/2018/Pn.Gpr . Teori yang digunakan untuk mendukung penelitian ini adalah teori asas keseimbangan. Berdasarkan metode penelitian serta teori yang penulis gunakan, penulis menemukan bahwa dalam praktek bisnis di Indonesia masih banyak ditemukan perjanjian baku yang tidak mencerminkan asas keseimbangan dalam perjanjian. Dalam putusan pengadilan, hakim bahkan tidak mempertimbangkan mengenai keseimbangan para pihak sehingga hakim terkesan berpihak kepada pihak yang lebih kuat dalam perjanjian baku. Berdasarkan hal tersebut, penelitian ini memberikan saran agar pemerintah melakukan intervensi dengan membuat peraturan khusus mengenai pembuatan dan pelaksanaan perjanjian baku di Indonesia dan memaksimalkan fungsi Badan Penyelesaian Sengketa Konsumen (BPSK) dalam melakukan pengawasan terhadap perjanjian baku agar pelaksanaan perjanjian baku di Indonesia tetap mengutamakan asas keseimbangan.

.....Standard agreements are agreements that are widely used in the business field. However, in practice, the use of standard agreements often ignores the principle of balance between the parties and it is difficult to find regulations that regulate the limits on the use of standardized agreements in Indonesia. Therefore, many cases found related to the use of standard agreements. In this study, the author uses a normative juridical research method, by analyzing the Purwokerto District Court Decision Number 20/Pdt.G/2021/Pn.Pwt and the Kediri District Court Decision Number 122/Pdt.G/2018/Pn.Gpr. The theory used to support this research is the theory of the principle of balance. Based on the research method and theory that the author uses, the author finds that in business practice in Indonesia there are still many standard agreements which do not reflect the principle of balance in the agreement. Based on the analysis of the decision which author has done, it was found that the judge did not even consider the balance of the parties so that the judge seemed to be siding with the stronger party in the standard agreement. Based on these, this study provides suggestions for the government to intervene by making specific regulations regarding the establishment and implementation of standard agreements in Indonesia and optimizing the function of the Consumer Dispute

Resolution Agency (BPSK) in supervising standard agreements hence the implementation of standard agreements in Indonesia will always prioritizes the principle of balance.