

ANALYSIS OF VERDICT NUMBER 51/PDT.G/2016/PN.KDI CONCERNING THE LEGITIMACY OF ADDENDUM TO THE CONTRACT OF THE WINNING COMPANY IN THE TENDER COMPETITOR AUCTION

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ABSTRACT

Project problems in tender competitor auctions often occur due to several issues, one of which is the teamwork in the Raha - Tampo shaft road improvement project package (EIB-I07) at Muna Island, Muna Regency, Southern Sulawesi. Breaking promises, whether intentional or unintentional by a party. When a party does not experience justice in the implementation of the engagement and desires to change some of the agreement content, they can deliver a letter in the form of an addendum. The content of an addendum often contradicts the main agreement made in front of the notary. The purpose of this writing is to discover and analyze the legitimacy of addendums made by parties involved in a cooperation agreement in response to the breaches of promises, it aims to discover and analyze the legal considerations by the judge in determining the case 51/Pdt.Plw/2016/PN.Kdi.

This research used the method of normative juridical approach, which is a method that relies on secondary data as the primary source of information. The secondary data is obtained through library research, specifically by reviewing legal regulations, documents, or books related to the researched topic.

The result of this study mentions that basically, an addendum can be added to an agreement as long as all parties agree. This is because adding an addendum allows for the addition, modification, or removal of a certain issue in an agreement always related to the principal agreement. This is regulated in Article 1320 of the Civil Code, concerning the conditions for agreement to be valid. The agreement is valid because there is a mutual agreement among all parties involved, the parties have the ability to enter into a contract, and the subject matter of the agreement is legal. The main key of addendum is the agreement between all of the parties that is accordance with the Article 1320 of the Civil Code.

Keywords: Auction Tender, Defaults, Addendum.

INTRODUCTION

The Article 1313, paragraph (1) of the Civil Code states that “an engagement is a legal relationship between two individuals or parties, in which one party has the right to demand something from the other party, who is obligated to fulfill those demands”. In that event, there is a relationship between those two people called engagement. The agreement establishes an engagement between two individuals who entered into it. In the agreement, there is a set of sentences that consist of promises or capabilities that are stated or written.¹

¹I. K. O Setiawan, *Hukum Perikatan* (Bumi Aksara, 2021).

According to Abdulkadir Muhammad, the Legal of Engagement refers to the legal relationship that occurs between the debtors and the creditors that is in the field of the property. Thus, the elements of an engagement are²: (1) There is a legal relationship; (2) Between two parties, namely the parties that have the obligations (debtors) (3) In the field of the property; (4) The aim is the achievement (5) Some argue that an engagement is different from an agreement. An agreement is a translation of the Dutch word “overeenkomst”, while “toestemming” can be translated as agreement” and later as “wilsovereenstemming” (conformity of will/agreement).³

A relationship between two or more people is called an engagement. Every agreement will result in an engagement between two or more people who have made it. In its form, the essential of the agreement is a set of sentences consist of promises or capabilities that is stated or written.⁴ The agreement, consists of the work contract/work agreement, cooperation agreement, and the company agreement. A contract or agreement is not born because of the agreement, but also fulfill certain legal conditions about the valid condition of an agreement as what have regulated in Article 1320 the Civil Code, in other words, any form of agreement cannot ignore the legal regulation applied in which the agreement is made not only count on the deal that is based on the freedom of contracting.⁵

Similar with the verdict of the District Court with number 51/Pdt.Plw/2016/PN.Kdi. that is in verdict, the judge consider that the lawsuit as the winner participant of the tender auction, namely the litigant is granted. In its case, the litigant, the Branch Chief of PT. JATI AGUNG ARSITAMA, Southern Sulawesi is the participant of the tender auction of the offering Raha - Tampo shaft road improvement project package (EIB-I07), (EIB-I07) EIRTP-2 in Muna Island, Muna Regency, Southern Sulawesi that is financed by the World Bank with LOAN IBRD No. 4744- IND using the local materials with the cheaper reasons so the offering does not exceed the melebihi Engineering Estimate (EE). The results of that offering is stated that the litigant become the winner tender in the auction, and has been agreed by the World Bank (IBRD) on 3rd January 2006.

That the litigant and the defendant signed the work contract on May 31, 2006, with the contract number 02-56/EIB-I07/RB/B/4744/0506. The work was then continued with the Work Start Order on June 14, 2006. After receiving the Work Start Order from the defendant, I made myself available and the litigant proceeded to carry out their work in accordance with the contract. However, they encountered obstacles along the way, as the Supervisor Consultant terminated their contract prematurely.

Finally, on February 207, the litigant II sent a new supervisor consultant from PT Wiraguna Tani named Abdullah Mufied as the Site Engineer. The supervisor consultant then sent a letter to PPK on March 28th, 2007, with the reference number 28.03.1/WGT-SE/FT-1/2007. The letter was regarding the recommended quarry for the Raha - Tampo shaft road improvement project package (EIB-I07). Later, the Defendant I forwarded the letter to the litigant on November 7th, 2007, with the reference number 620/685. The letter was concerning the usage of material from the Maligano Quarry (North Buton Mainland).

In the content of the letter consisting of the replacement of the material location where the Quarry is located in the Outside of the Muna Land. Not only that, in the auction condition document of the Raha - Tampo shaft road improvement project package (EIB-I07), the service

²Permana & Satyawan, “Pengaruh Unsur - Unsur Sistem Pengendalian Mutu KAP Terhadap Kualitas Hasil Audit,” *Jurnal akuntansi* 7, no. 1 (2018).

³N. Sa’adah, “Akibat Hukum Pembuktian Perjanjian Tidak Tertulis (Analisis Putusan Nomor: 373/Pdt. G/2016/PN Mdn),” *Pamulang Law Review* 1, no. 2 (2020): 137–150.

⁴Niru and Anita Sinaga, “Implementasi Hak Dan Kewajiban Para Pihak Dalam Hukum Perjanjian,” *Jurnal Ilmiah Hukum Dirgantara* 10, no. 1 (2019).

⁵Ery Agus Priyono, “Aspek Keadilan Dalam Kontrak Bisnis Di Indonesia (Kajian Pada Perjanjian Waralaba),” *LAW REVIEW* 14, no. 1 (2018): 15–28.

provider was asked to provide them with equipment are 12 items in accordance with the unit price contract condition as what have been mentioned in the instruction 5.5 (c), however the litigant was asked to add the heavy equipment such as Landing Craft Tank (LCT) that was not in the contract condition and payment currency in the instruction 5.5 (c).

Based on the description as mentioned above, there is an addendum in the contract agreement, resulting in discrepancies in the cooperation agreement between PT JAA and the Head of Kadis and the Minister of Public Works and Housing⁶. So, PT JAA (plaintiff) sued the Head of Public Works and Housing (defendant I) and the Minister of Public Works and Housing (defendant II) to the Kendari District Court whose decision is listed in number 51/Pdt.Plw/2016/PN.Kdi. Whereas also in the decision it is known that the parties (in this case the Plaintiff and Defendant I / Defendant) AGREE to choose to resolve disputes that occur in the future through the Indonesian National Arbitration Board (BANI), namely on May 31, 2006. Based on the explanation above, it is necessary to conduct an in-depth study of the judge's decision to grant the plaintiff and the validity of the addendum as stated in Decision Number: 51/Pdt.Plw/2016/PN.Kd.

METHODS

This research is normative legal research, which means that it involves the process of identifying legal rules, legal principles, and legal doctrines to address the legal issues at hand.⁷ This research is a library study, where the author examines library materials and conducts in-depth searches and reviews of various literature and books related to the topic being discussed.⁸ Researchers do not need to go directly to the field to find research information. The approach used in this normative research is a case study approach.⁹ The case approach involving examining and analyzing the legal reasons used by the judge in order to determine the decision number 51/Pdt.Plw/2016/PN.Kd, which is also called the ratio decidendi. This research uses various legal materials which are divided into primary legal materials, secondary legal materials, tertiary legal materials, and tertiary legal materials. Primary legal materials that have authority or have binding legal force, including legislation related to the decision such as, (1) Legislation: Civil Code, Law 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Secondary legal materials are literature or opinions from legal experts, namely the author using books, scientific papers, journals, and documents to help review this research. Meanwhile, tertiary legal materials are legal dictionaries and encyclopedias which provide additional insight into legal knowledge. Tertiary legal materials include language dictionaries, legal dictionaries, and encyclopedias.¹⁰

DISCUSSIONS

1. Overview of the Agreement

The definition of an agreement, according to Article 1313 of the Civil Code, is "an agreement is an act by which one or more people bind themselves to one or more other people." According to Abdulkadir Muhammad, an agreement is an agreement is a mutual understanding reached by

⁶Ivan Septian Situmeang, "Pembatalan Surat Penunjukan Penyedia Barang Dan Jasa (Sppbj) Dalam Kontrak Pengadaan Barang Dan Jasa Pemerintah," *DiH: Jurnal Ilmu Hukum* 13, no. 26 (2018): 369073.

⁷Amalia Fadhlia Rachmawati, "Dampak Korupsi Dalam Perkembangan Ekonomi Dan Penegakan Hukum Di Indonesia," *Eksaminasi: Jurnal Hukum* 1, no. 1 (2021): 12–19.

⁸S Soekanto and S Mamudji, *Penelitian Hukum Normatif (Suara Tinjauan Singkat)*, Jakarta: Rajawali Pers, 2015.

⁹Yati Nurhayati, Ifrani Ifrani, and M. Yasir Said, "Metodologi Normatif Dan Empiris Dalam Perspektif Ilmu Hukum," *Jurnal Penegakan Hukum Indonesia* 2, no. 1 (2021): 1–20.

¹⁰S. T. Muhamad Syahrudin, *Pengantar Metodologi Penelitian Hukum: Kajian Penelitian Normatif, Empiris, Penulisan Proposal, Laporan Skripsi Dan Tesis* (CV. DOTPLUS Publisher, 2022).

two or more individuals who commit to fulfilling a specific matter related to property. Subekti argues that an agreement is an event carried out by two or more people, who mutually promise to fulfill something. Based on this event, a relationship arises which is called an obligation.¹¹ According to Wiryono Prodjodikoro, an agreement is a relationship between two parties about property, and one party promises to do or not do something while the other party has the right to request the implementation of the promise.¹²

So, an agreement is an contract between two or more parties that leads to a mutual understanding.¹³ The legal consequences arising from the agreement are the rights and obligations of the parties.¹⁴ Every party has a right and every party must carry out their obligations. The validity condition of an agreement is categorized in two, namely subjective and objective. In the subjective that the concerned agree those who bind themselves (1); and the ability to make an agreement (2). Meanwhile, in the objective terms of the agreement, namely a certain thing (3); and a halal cause (4). The four conditions are listed in 1320 of the Civil Code.¹⁵

Then in addition to the conditions that must be understood in the agreement, there are also legal principles that supersede legal events in this case, the agreement.¹⁶ Agreements are made and agreed to be carried out in good faith. The agreement can be canceled if there is a mutual agreement between the parties or for reasons that are in accordance with the law.¹⁷

In the agreement there are several legal principles, among others:¹⁸ (a) The principle of contract as governing law (*aanvullen recht*, optional law), namely the parties who agree in the agreement will be bound and carry out the agreement in accordance with applicable legal provisions; (b) The principle of freedom of contract, namely the principle that explains that the parties to an agreement are in principle free to make or not make an agreement, and the freedom to regulate the contents of the contract themselves; (c) The principle of binding promise / legal certainty (*pacta sunt servanda*), namely that the agreement is made legally by the parties to bind the parties in full according to the contents of the agreement; (d) The principle of consensual (*concensualism*), has been regulated in Article 1320 paragraph (1) of the Civil Code that one of the conditions for the validity of an agreement is the agreement of the parties. i.e. if an agreement has been made then the agreement is valid and fully binding; (e) Oblatoir principle, which is a principle that explains that if an agreement has been made then the parties are bound, but the attachment is limited to the arising of things and obligations alone; (f) good faith, namely the agreement that has been agreed upon by the parties must be based on the existence of good faith, both before the agreement is made, at the time the contract is made, until the enactment of the contract.

The principles mentioned above are principles that emerge from the establishment of an agreement. In a contract, the principle will arise indirectly because the nature of the contract is to give rise to the rights and obligations of each party.¹⁹ Therefore, all of the above principles stem from the formation of a contract or agreement.

¹¹Subekti, *Hukum Perjanjian*, cet. ke-23. (Jakarta: Intermasa, 2010).

¹²Wiryono Prodjodikoro, *Asas-Asas Hukum Perjanjian*, Cetakan Ke. (Bandung: Bale, 1979).

¹³Priyono, "Aspek Keadilan Dalam Kontrak Bisnis Di Indonesia (Kajian Pada Perjanjian Waralaba)."

¹⁴N. A. Sinaga and N. Darwis, "Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian," *Jurnal Mitra Manajemen* 7, no. 2 (2020).

¹⁵Retna Gumanti, "Syarat Sahnya Perjanjian (Ditinjau Dari KUHPerdata)," *Jurnal Pelangi ilmu* 5, no. 1 (2012).

¹⁶Mochamad Moro Asih and Tunjung Fitra Wijanarko, "Fungsi Hukum Nota Kesepahaman Sebagai Perikatan Perjanjian Menurut Kitab Undang-Undang Hukum Perdata (KUH Perdata)," *SUPREMASI HUKUM* 17, no. 1 (2021): 78–93. as a written form of understanding between the parties, is not a law based agreement. In consequences, no sanctions applied for those parties whose denying (the agreement(s)

¹⁷R. Politon, "Pemenuhan Hak Dan Kewajiban Sesuai Kesepakatan Para Pihak Dalam Kontrak Ditinjau Dari Kitab Undang Undang Hukum Perdata," *Lex Crimen* 6, no. 3 (2017).

¹⁸Munir Fuady, *Pengantar Hukum Bisnis* (Bandung: PT.Citra Aditya Bakti, 2002).

¹⁹H. S. Salim, *Hukum Kontrak: Teori Dan Teknik Penyusunan Kontrak* (Sinar Grafika, 2021).

In the Workshop on Bond Law organized by the National Law Development Agency of the Ministry of Justice on 17-19 December 1985, 8 principles of national bond law were formulated in addition to the aforementioned principles > These principles are as follows: (a) Principles of Trust, (b) Principles of Equality of Rights, (c) Moral Principles, (d) Principles of Decency, (e) Principles of Custom, (f) Principles of Legal Certainty, (g) Principles of Balance, (h) Principles of Protection.²⁰

2. General Overview of Addendum

Addendum is a clause in a contract/agreement that is intended as an additional article separate from the main contract/agreement but legally attached to the main contract/agreement.²¹ According to the Big Indonesian Dictionary, an addendum is an additional volume (to a book), an appendix; an additional article or provision, for example in a Deed. Another meaning of an agreement addendum is an additional article or provision in an agreement. It can be said that the Addendum contains documents that add, change or reduce the contents of the original agreements and contracts. The key to the addendum is the agreement of the parties based on Article 1320 of the Civil Code.

The function and purpose of an addendum is to address matters not covered in the agreement. Or modify the main agreement for the future, when conditions change and the parties want to change some of the contents of the agreement. Furthermore, the addendum also keeps an agreement so that it is always accepted and implemented by both parties so as not to harm any party to the agreement. The reasons for the addendum include: (a) there is no justice in the implementation of the agreement; (b) if in the implementation of the agreement there are new things that will be implemented but not in the agreed agreement.²²

The legal basis for the Addendum is Article 1338 of the Civil Code: "All agreements made in accordance with the law shall apply as law to those who make them. The agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith". Based on Article 1320 of the Civil Code, the Addendum is valid if there is an agreement of the parties to the agreement, the capacity of the parties to make an agreement, a certain thing, a halal cause (*causa*).

If the agreement meets these requirements, then the parties can make an addendum.²³ Terms of validity of the addendum, among others: (1) The existence of a previous agreement; (2) May not change the object or object must be the same as the previous agreement; (3) As a result of the addendum does not affect the previous agreement or in the addendum called the previous agreement does not apply; (4) Not required at the Notary, may be under the hand provided there is an agreement or approved by both parties in accordance with Article 1320 of the Civil Code. If one party does not agree or does not want to sign it, the addendum is declared invalid; (5) If necessary, the signing can be attended by witnesses.

3. Overview of Default

The word "default" comes from the Dutch word "wanprestie", which is a combination of the words "wan" and "prestige". "Wan" in Dutch means ugly and bad, while "prestatite" means an obligation that must be fulfilled by the debtor or the performance of obligations arising from a binding relationship. Default means poor performance (fulfillment of obligations).

²⁰Niru Anita Sinaga, "Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian," *Binamulia Hukum* 8, no. 1 (2018).

²¹S. F. N. Sasmita, S. Alwy, and M. Iswanti, "Perspektif Hukum Persetujuan Tindakan Kedokteran Atas Perluasan Tindakan Operasi," *Amanna Gappa* (2023): 20–35.

²²R. Syahrani, *Rangkuman Intisari Ilmu Hukum* (Bandung: PT. Citra Aditya Bakti, 2004).

²³A. Aptina, "Kekuatan Mengikat Klausula Addendum Mengenai Besarnya Bunga Pinjaman Yang Dibuat Delapan Bulan Setelah Perjanjian Utang Piutang Dibuat," *Jurnal Education and Development* 9, no. 4 (2021): 205–210.

Default refers to the failure to meet obligations or perform poorly. Default occurs when the creditor and debtor fail to fulfill their obligations as outlined in the signed agreement, either intentionally or unintentionally.²⁴

Default can also be defined as one of the parties committing a breach of promise, which includes not fulfilling the terms of the agreement, fulfilling them late, or doing something that they shouldn't do according to the agreement.²⁵ According to Ahmadi Miru, default can take the form of the following actions: not fulfilling all or any performance; not perfectly performing the performance; late performing the performance; doing what is prohibited in the agreement.²⁶

A default is an act that is not carried out on time, not done perfectly, not done at all or all in accordance with the agreed agreement.²⁷ The agreement reached by both parties must be subject to the conditions that have been determined and comply with the principles of agreement and propriety. Because the agreement reached must be accepted and binding both parties. Parties who fail to fulfill the terms of the agreement / contract properly are called defaults.

There are four forms of default, namely: 1) Not doing what must be done; 2) Performing part of what he promised; 3) Doing what he promised but not in time; 4) Doing something that should not be done according to the agreement.

4. There are four forms of default, namely: 1) Not doing what must be done; 2) Performing part of what he promised; 3) Doing what he promised but not in time; 4) Doing something that should not be done according to the agreement.

That the Plaintiff and Defendant I signed a work contract on May 31, 2006 Number: 02-56/EIB-I07/RB/B/4744/0506 and continued with a Work Start Order on June 14, 2006. That following the issuance of a work order from Defendant I, the Plaintiff carried out the work in accordance with the contract, however there were obstacles along the way where the Supervisory Consultant ended his contract with Defendant II.

Finally, in February 2007 Defendant II sent a new supervisory consultant from PT Wiraguna Tani on behalf of Abdullah Mufied as Site Engineer, whereupon the supervisory consultant sent a letter to PPK dated March 28, 2007, No. 28.03.1/WGT-SE/FT-1/2007 regarding: Recommended Quarry for package EIB-I07 (Raha- Tampo) which was then forwarded by Defendant I to the Plaintiff on November 7, 2007 No. 620/685 Regarding: Use of Material from Maligano Quarry (North Buton Mainland).

In the contents of the letter contains the transfer of material location where the Quarry is Located Outside Muna Land. Not only that, in the tender requirements document for the Raha - Tampo shaft road improvement project package (EIB-I07), the service provider was asked to provide 12 (twelve) item equipment according to the unit price contract requirements as stated in instruction 5.5 (c), but the plaintiff was asked to add heavy equipment in the form of a Landing Craft Tank (LCT) which was not included in the contract requirements and was not included in the payment item in instruction 5.5 (c).

Basically, in an agreement, it is allowed to add an addendum provided that the parties agree (agreed by the parties), this is because the addition of an addendum to add, change or eliminate something in the agreement and add to an agreement is always related to the main agreement regulated in Article 1320 of the Civil Code concerning the validity of the agreement. Article

²⁴Dewa Ayu Putu Mita Purnamasari, I Nyoman Putu Budiarta, and Desak Gde Dwi Arin, "Tanggung Jawab Debitur Dalam Perjanjian Kredit Tanpa Agunan (KTA) Pada Koperasi Serba Usaha (KSU) Kuta Imba Kabupaten Badung," *Jurnal Interpretasi Hukum* 2, no. 2 (2021): 334–338.

²⁵Azhari Ar Azhari Ar, "Parameter Menentukan Perbuatan Wanprestasi Dan Penipuan Dari Suatu Perjanjian," *Jurnal Hukum Kaidah: Media Komunikasi dan Informasi Hukum dan Masyarakat* 19, no. 3 (2020): 477–498.

²⁶S. Miru, A., & Pati, *Hukum Perjanjian: Penjelasan Makna Pasal-Pasal Perjanjian Bernama Dalam KUH Perdata (BW)* (Sinar Grafika, 2020).

²⁷Sinaga and Darwis, "Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian."

1320 of the Civil Code explains that an agreement is considered valid when there is mutual consent between the parties, the parties have the legal capacity to enter into an agreement, there is a specific subject matter, and there is a lawful cause (*causa*). In its consideration, it is known that the reason for the addendum was because there were problems in the use of materials for the foundation layer and asphalt work, because local materials could not be used and had to be brought in from Buton Island, thus requiring a Landing Craft Tank (LCT) for sea transportation tool. (Evidence Letter No. 620/4483 dated December 17, 2007 and Letter No. 620/71 dated January 15, 2008), thus it is very naive if the Contractor (plaintiff) is declared in default and leads to termination of the contract and fined as well.

Justice is often defined as the attitude and character that makes people act and expect justice is justice, while the attitude and character that makes people act and expect injustice is injustice.²⁸ It is generally said that an unfair person is one who is unlawful, lawless and unfair, so a fair person is one who is law-abiding and fair.²⁹ Since the act of fulfilling/obeying the law is just, all law-making acts by the legislature in accordance with existing rules are just. The purpose of lawmaking is to achieve the promotion of societal happiness. Therefore, all actions that tend to produce and maintain the happiness of society are just.³⁰

Justice that not only achieves happiness for oneself, but also the happiness of others. Justice as an act of fulfilling the happiness of oneself and others, is justice as a value. In an agreement, the relationship between justice and agreement is an attachment, so that the formation of an agreement must be based on justice. Justice and values in this case are the same but have different essences. As a person's relationship with others is justice, but as a specific attitude without qualification is value. Injustice in social relations is closely related to greed as the main characteristic of unfair actions.

Aristotle in his work entitled *Ethics Nichomachea* as quoted by M. Agus Santoso³¹ Explaining his thoughts on justice, for Aristotle, the virtue of obedience to the law (the law of the polis at that time, written and unwritten) is justice. In other words, justice is a virtue and this is general. Justice according to Aristotle, in addition to the general virtue, is also justice as a specific moral virtue, which is related to human behavior in a particular field, namely determining good relations between people, and the balance between two parties. The measure of this balance is numerical and proportional equality.

This is because Aristotle understood justice in terms of equality. In numerical equality, every human being is equalized in one unit. For example, all people are equal before the law. Then proportional equality is giving each person what he is entitled to, according to his abilities and achievements.³²

This opinion of Aristotle is quoted by Hyronimus Rhiti, who states that understanding justice in terms of equality. In numerical equality, every human being is equalized in one unit. For example, all people are equal before the law. Then proportional equality is giving each person what he is entitled to, according to his abilities and achievements. Aristotle also distinguishes between distributive justice and corrective justice. Distributive justice according to him is justice that applies in public law, which focuses on the distribution, honoraria of wealth, and

²⁸M Syarifuddin, H. M., & SH, *Prinsip Keadilan Dalam Mengadili Perkara Tindak Pidana Korupsi: Implementasi Perma Nomor 1 Tahun 2020* (Prenada Media, 2020).

²⁹Riky Sembiring, "Keadilan Pancasila Dalam Persepektif Teori Keadilan Aristoteles," *Jurnal Aktual Justice* 3, no. 2 (2018): 139–155.

³⁰Tin Ratna Sumirat, "Penegakan Hukum Dan Keadilan Dalam Bingkai Moralitas Hukum," *Al Qisthas: Jurnal Hukum dan Politik Ketatanegaraan* 11, no. 2 (2021): 86–100.

³¹S. H. Agus Santoso, *Hukum, Moral & Keadilan* (Prenada Media, 2015).

³²Ana Suheri, "Wujud Keadilan Dalam Masyarakat Di Tinjau Dari Perspektif Hukum Nasional," *MORALITY : Jurnal Ilmu Hukum* 4, no. 1 (2018): 60–68.

other goods obtained by members of society. Corrective justice, on the other hand, deals with righting wrongs, compensating the wronged party or punishing the wrongdoer.

The concept and meaning of justice as the purpose of the agreement used in this study is to emphasize the role of the principles contained in contract law, including: as freedom of contract, the principle of consensualism, the principle of legal certainty (*pacta sunt servanda*), the principle of good faith, as personality, the principle of trust, as legal equality, as a balance, such as legal certainty, moral principles, ownership principles, and protection principles..

The value of justice must be a reflection of the attitude of living the characteristics of the Indonesian nation as stated in Pancasila and the 1945 Constitution based on proportional value, balance value, property value, good faith, and protection.

In terms of justice, the validity of the addendum is legally valid because the parties have signed the addendum and apply justice proportionally. If the content of the addendum is not in accordance with the agreement, the parties should not sign it or if there is coercion to sign the addendum, one of the parties should make a lawsuit to the court to cancel the addendum. If the parties do not file a lawsuit, it means that the parties accept the contents of the addendum.

5. Legal Considerations by Judges in Deciding Case Number: 51/Pdt.Plw/2016/PN.Kdi

Basically, every agreement made by the parties must be implemented voluntarily or in good faith. However, in reality, these agreements are often makes is violated. The settlement pattern can be classified into two types: court-based and alternative dispute resolution solutions. Settlement through the court is a pattern of dispute resolution that occurs between parties and is resolved by the court. The decision is binding. Meanwhile, alternative dispute resolution (ADR) is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties. It involves out-of-court settlements through deliberation, negotiation, mediation, conciliation, or expert judgment.[1]

It can be seen that in the contract document, the parties have agreed that if there is a dispute, it will be resolved through arbitration. In this case, the designated arbitration institution is the Indonesian National Arbitration Board (BANI). The settlement of disputes through BANI has been clearly recognized by the Defendant in Civil Lawsuit Number: 51/Pdt.G/2016/PN.Kdi in Posita number 20 page 0 which states: «That the Plaintiff, referring to the Employment Contract with Defendant I, had submitted a request for settlement of this matter to the Indonesian National Arbitration Board (BANI) on May 2009, 18 with No. 309/V/ARB-B AN2009/1. However, the request was ultimately dropped by BANI because Defendant I was not willing to pay the case fee determined by BANI, which was 700.»

With the recognition of the argument of dispute resolution through BANI by the parties, there is no need for further proof as it has become an established fact. Therefore, the legal relationship between the plaintiff and the defendant is based on work contract Number -0206/EIB107-/RB/B/006/2009 dated May 2006, 31, which contains an arbitration clause. According to the clause, any disputes should be resolved through the Indonesian National Arbitration Board (BANI). As a result, the authority to resolve the dispute between the plaintiff and the defendant lies with BANI, not the District Court in accordance with Article 3 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which states that the District Court does not have the power to hear disputes between parties who have agreed to arbitration.

CONCLUSIONS

Based on the discussion above, it can be concluded that the validity of the addendum in the decision of Civil Case Number: 51/Pdt.G/2016/PN.Kdi is a good faith effort to implement justice proportionally by adding heavy equipment in the form of a Landing Craft Tank (LCT). However, in the context of this case, the researcher agrees with the judge's decision, acknowledging the judge, despite having absolute authority, cannot make the final decision. Because both parties have agreed in the contract agreement that any dispute will be resolved through alternative dispute resolution, specifically through the Indonesian National Arbitration Board (BANI).

Suggestions

The parties should always read the agreement in advance that has been made and agreed upon. The purpose is to determine whether what is written in the agreement matches what has been agreed upon or there are any differences. It is better if the parties who wish to make an addendum but are unsure of the process to have it notarized. This ensures that there are no potential issues that could harm either party and that the addendum holds strong legal validity.

BIBLIOGRAPHY

Journal & Book

- Abdulkadir Muhammad. *Hukum Perdata Indonesia*. Cetakan Ke. Bandung: Citra Aditya Bakti, 2000.
- Agus Santoso, S. H. *Hukum, Moral & Keadilan*. Prenada Media, 2015.
- Aptina, A. "Kekuatan Mengikat Klausula Addendum Mengenai Besarnya Bunga Pinjaman Yang Dibuat Delapan Bulan Setelah Perjanjian Utang Piutang Dibuat." *Jurnal Education and Development* 9, no. 4 (2021): 205–210.
- Asih, Mochamad Moro, and Tunjung Fitra Wijanarko. "Fungsi Hukum Nota Kesepahaman Sebagai Perikatan Perjanjian Menurut Kitab Undang-Undang Hukum Perdata (KUH Perdata)." *SUPREMASI HUKUM* 17, no. 1 (2021): 78–93.
- Azhari Ar, Azhari Ar. "Parameter Menentukan Perbuatan Wanprestasi Dan Penipuan Dari Suatu Perjanjian." *Jurnal Hukum Kaidah: Media Komunikasi dan Informasi Hukum dan Masyarakat* 19, no. 3 (2020): 477–498.
- Dewa Ayu Putu Mita Purnamasari, I Nyoman Putu Budiarta, and Desak Gde Dwi Arin. "Tanggung Jawab Debitur Dalam Perjanjian Kredit Tanpa Agunan (KTA) Pada Koperasi Serba Usaha (KSU) Kuta Imba Kabupaten Badung." *Jurnal Interpretasi Hukum* 2, no. 2 (2021): 334–338.
- Gumanti, Retna. "Syarat Sahnya Perjanjian (Ditinjau Dari KUHPerdata)." *Jurnal Pelangi ilmu* 5, no. 1 (2012).
- Iin Ratna Sumirat. "Penegakan Hukum Dan Keadilan Dalam Bingkai Moralitas Hukum." *Al Qisthas: Jurnal Hukum dan Politik Ketatanegaraan* 11, no. 2 (2021): 86–100.
- Miru, A., & Pati, S. *Hukum Perjanjian: Penjelasan Makna Pasal-Pasal Perjanjian Bernama Dalam KUH Perdata (BW)*. Sinar Grafika, 2020.
- Muhammad Syahrums, S. T. *Pengantar Metodologi Penelitian Hukum: Kajian Penelitian Normatif, Empiris, Penulisan Proposal, Laporan Skripsi Dan Tesis*. CV. DOTPLUS Publisher, 2022.

- Munir Fuady. *Pengantar Hukum Bisnis*. Bandung: PT.Citra Aditya Bakti, 2002.
- Niru, and Anita Sinaga. "Implementasi Hak Dan Kewajiban Para Pihak Dalam Hukum Perjanjian." *Jurnal Ilmiah Hukum Dirgantara* 10, no. 1 (2019).
- Nurhayati, Yati, Ifrani Ifrani, and M. Yasir Said. "Metodologi Normatif Dan Empiris Dalam Perspektif Ilmu Hukum." *Jurnal Penegakan Hukum Indonesia* 2, no. 1 (2021): 1–20.
- Permana & Satyawan. "Pengaruh Unsur - Unsur Sistem Pengendalian Mutu KAP Terhadap Kualitas Hasil Audit." *Jurnal akuntansi* 7, no. 1 (2018).
- Politon, R. "Pemenuhan Hak Dan Kewajiban Sesuai Kesepakatan Para Pihak Dalam Kontrak Ditinjau Dari Kitab Undang Undang Hukum Perdata." *Lex Crimen* 6, no. 3 (2017).
- Priyono, Ery Agus. "Aspek Keadilan Dalam Kontrak Bisnis Di Indonesia (Kajian Pada Perjanjian Waralaba)." *LAW REFORM* 14, no. 1 (2018): 15–28.
- Rachmawati, Amalia Fadhila. "Dampak Korupsi Dalam Perkembangan Ekonomi Dan Penegakan Hukum Di Indonesia." *Eksaminasi: Jurnal Hukum* 1, no. 1 (2021): 12–19.
- Sa'adah, N. "Akibat Hukum Pembuktian Perjanjian Tidak Tertulis (Analisis Putusan Nomor: 373/Pdt. G/2016/PN Mdn)." *Pamulang Law Review* 1, no. 2 (2020): 137–150.
- Salim, H. S. *Hukum Kontrak: Teori Dan Teknik Penyusunan Kontrak*. Sinar Grafika, 2021.
- Sasmita, S. F. N., S. Alwy, and M. Iswanty. "Perspektif Hukum Persetujuan Tindakan Kedokteran Atas Perluasan Tindakan Operasi." *Amanna Gappa* (2023): 20–35.
- Sembiring, Riky. "Keadilan Pancasila Dalam Persepektif Teori Keadilan Aristoteles." *Jurnal Aktual Justice* 3, no. 2 (2018): 139–155.
- Setiawan, I. K. O. *Hukum Perikatan*. Bumi Aksara, 2021.
- Sinaga, N. A., and N. Darwis. "Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian." *Jurnal Mitra Manajemen* 7, no. 2 (2020).
- Sinaga, Niru Anita. "Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian." *Binamulia Hukum* 8, no. 1 (2018).
- Situmeang, Ivan Septian. "Pembatalan Surat Penunjukan Penyedia Barang Dan Jasa (Sppbj) Dalam Kontrak Pengadaan Barang Dan Jasa Pemerintah." *DiH: Jurnal Ilmu Hukum* 13, no. 26 (2018): 369073.
- Sjahrani, Riduan. *Seluk Beluk Dan Asas Asas Hukum Perdata*. Cetakan I. Bandung: Alumni, 2004.
- Soekamto, S, and S Mamudji. *Penelitian Hukum Normatif (Suara Tinjauan Singkat)*. Jakarta: Rajawali Pers, 2015.
- Subekti. *Hukum Perjanjian*. Cet. ke-23. Jakarta: Intermasa, 2010.
- Suheri, Ana. "Wujud Keadilan Dalam Masyarakat Di Tinjau Dari Perspektif Hukum Nasional." *MORALITY : Jurnal Ilmu Hukum* 4, no. 1 (2018): 60–68.
- Syahrani, R. *Rangkuman Intisari Ilmu Hukum*. Bandung: PT. Citra Aditya Bakti, 2004.
- Syarifuddin, H. M., & SH, M. *Prinsip Keadilan Dalam Mengadili Perkara Tindak Pidana Korupsi: Implementasi Perma Nomor 1 Tahun 2020*. Prenada Media, 2020.
- Wiryono Prodjodikoro. *Asas-Asas Hukum Perjanjian*. Cetakan Ke. Bandung: Bale, 1979.