

# Jurnal 8

*by Tutiek Retnowati*

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**Submission date:** 04-Apr-2022 02:01PM (UTC+0700)

**Submission ID:** 1801173595

**File name:** document\_4.pdf (514.61K)

**Word count:** 4873

**Character count:** 25230

## Liability Against Wedding Organizer Default

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### ABSTRACT

Marriage is one of the human needs there are various kinds of ways for marriage, one of the most popular in the modern era is now using the services of a wedding organizer, pandamanda is one of the wedding organizer services that dares to offer rental prices for services at prices below the average price of wedding planners in general. However, at the time the implementation carried out by Pandamanda to the consumer was not in accordance with what was promised, when the date of the wedding had taken place it turned out that the food in the wedding ceremony was not available. The formulation of the problems contained in this study were: 1) What is the legal protection for the default act committed by the wedding organizer to the consumer? 2) What is the legal action taken by the consumer as a result of the default by the Wedding Organizer? The objectives of this research are 1) To find out and analyze legal actions for default actions committed by the wedding planner 2) To find out and analyze legal actions taken by consumers due to default actions by the wedding planner. The results of this study is a party that defaults to consumers as regulated in article 1243 of the Civil Code which reads that compensation for costs, losses and interest due to failure to fulfill an agreement shall begin to be obliged if the debtor, although declared negligent to carry out the engagement.

**Keywords:** Accountability, Wedding Organizer, Default

### 1. INTRODUCTION

In this modern era, the flow of world globalization and cooperation in all fields is developing so rapidly. In this development, contract law has also developed rapidly, where more and more people are binding themselves in an agreement that gives rise to various agreements, including one of which is a cooperation agreement made by the wedding planner.

The occurrence of the agreement is called a legal act. Meanwhile, a legal action is an act that gives birth to legal consequences. The agreement is a branch of civil law. The term "civil law" (privaat recht) is used as the opposite of the term "public law" (publiekrecht). What is meant by civil law is a set / rule of law that regulates actions or relationships between human beings / civil legal entities for the benefit of the parties themselves and other parties concerned with them, without involving the interests of the wider public / general / society (Munir Fuady, 2015).

In general, all rules in civil law are contained in the Civil Code (*Burgerlijk Wetboek*). The Indonesian Civil Code is none other than the translation of the Dutch Civil Code in effect in the Netherlands, while the Dutch Civil Code is derived from the French Civil Code which was made during the reign of Napoleon Bonaparte, so that it is called the Napoleonic Code. Meanwhile, Napoleon Bonaparte made the Book of Laws by taking the main source of the



Roman Law Code known as the Corpus Juris Civilis. The Napoleonic Code stands on three main pillars as follows: (ibid, h.3).

- <sup>2</sup> 1) The concept of individual property rights.
- 2) The concept of freedom of contract.
- 3) Patrilineal family concept.

In an agreement, the concept of freedom of contract applies. The principle of freedom of contract can be analyzed from the provisions of article 1338 BW paragraph (1) which reads "All agreements legally made are valid as laws for those who make them." The principle of freedom of contract is a principle that gives freedom to the parties to: (Salim HS, 2013).

- a. Make or not make an agreement,
- b. Enter into agreements with anyone,
- c. Determine the contents of the agreement, its implementation and requirements,
- d. Determine the form of the agreement, namely written or oral.

If someone is getting married, the party getting married will usually hire a wedding organizer to celebrate the wedding reception. Wedding Organizer is a type of business that is very close and closely related to consumers. It is often said that because a wedding organizer must be able to present every wish and prospective partner, a wedding organizer must also be able to provide service and a sense of comfort to consumers who often feel very depressed and anxious in the face of big and special days throughout their lives.

Talking about the agreement law which has an open nature, which means that the contents can be determined by the parties with several conditions, namely not against public order, morality and the law in the cooperation agreement made by the wedding organizer with the consumer, in this case it is clearly stated if a cancellation is made by the first party, the second party is entitled to 50% of the agreed cost of the activity. However, if the second party cancels, the first party is entitled to receive 50% compensation from the cost of the activities that have been agreed in the agreement.

This case of Default also occurred in Depok City, this case began when the consumer's wedding party on Sunday (02/02/2020) took place with many shortcomings due to defaults committed by the Pandamanda Wedding Organizer, who was the rental consumer. The wedding organizer will carry out ten wedding events and seven of them take place with shortcomings, while the other three are not carried out properly.

The Wedding Organizer, which is based in Pancoran Mas, Depok, West Java, offers a very binding price, namely the Rp.75,000,000 package (Seventy-Five Million Rupiah) from the

Pandamanda Wedding Organizer. However, due to the end of the year, the Wedding Organizer offers a year-end promo price of IDR 50,000,000 (fifty million rupiah).

Therefore, the authors are very interested in discussing and analyzing the default conducted by the wedding planner with the title "**Liability Against Wedding Organizer Default**".

## **2. METHOD RESEARCH**

This study uses a statute approach, which is meant by the statute approach, which is an approach used to study and analyze: All statutes; and Arrangements related to the legal issue being handled.

This approach also uses a conceptual approach, which is meant by a conceptual approach, which is to depart from the views and doctrines that are developed in the science of law. By studying the views and doctrines in legal science, researchers will find ideas that give birth to legal notions, legal concepts and legal principles that are relevant to the issues at hand (Peter Mahmud Marzuki, 2009).

## **3. RESULTS AND DISCUSSION**

Law No.8 of 1999 concerning Consumer Protection which was approved by the DPR on March 30, 1999 and ratified by the President of the Republic of Indonesia on April 20, 1999 (LN No.42 of 1999). Various efforts are made with time, effort and thought that have been put in by various parties with the formation of laws and consumer protection. These activities begin with:

- a) Discussion of consumer protection issues in the fifth seminar of the Commercial Law study center, Faculty of Law, University of Indonesia (15-16 December 1975) until the completion of this Law on 20 April 1999.
- b) National Law Development Agency, Ministry of Justice RI, research on Consumer Protection in Indonesia
- c) Ministry of Justice, Academic Paper of Legislation on Consumer Protection
- d) Indonesian Consumers Foundation, Indonesian Legal Protection, a contribution of thought on the draft Consumer Protection Law
- e) The Ministry of Trade of the Republic of Indonesia is working with the Faculty of Law, University of Indonesia, on the Bill on Consumer Protection.
- f) DPR RI, DPR Initiative Proposal Bill on Consumer Protection Law

Consumer protection law is the whole of the principles and rules that regulate and protect consumers in the relationship and issues of providing and using consumer products between supply and use in society, (Kurniawan, 2011).

In general, the applicable general law can also be consumer law, while parts of the provisions contain restrictive characteristics, regulate certain conditions of business behavior and / or protect consumer interests, as well as regulations on unfair competition behavior, monopoly or oligopoly from entrepreneurs, it is acknowledged to function as a boost to efficiency in business activities and public welfare. For this reason, consumer protection efforts should be given an equal portion with protection for honest entrepreneurs and with good intentions as well as prevention of various behaviors of business activities that have a negative impact on the welfare of the community.

In describing the concept of the relationship between business and consumer behavior, the concept of the relationship between business actors and consumers suggests that the key to legal protection for consumers is that consumers and business actors need each other. Production means nothing if no one consumes it and the products are consumed safely and satisfactorily, in turn it will be a free promotion for business actors.

#### **Understanding Consumers**

In everyday life, consumers may often hear the word, but not a few people know the meaning or understanding of consumers. For this reason, the author will convey some understanding of consumers both according to the opinion of experts and based on the provisions of law.

According to Abdul Halim Barkatulah, the term consumer as consumer (English) and consumer (Dutch) is defined as "a person or company that buys certain goods or uses certain services or someone who uses the goods or services", (Abdul Halim Barkatulah, 2008). From the above understanding, it can be seen that there is a distinction between consumers as natural persons or natural persons and consumers as companies or legal entities. In article 1 paragraph (2) of Law number 8 of 1999 concerning consumer protection (UUPK) as follows: "Consumers are every person who uses, uses, uses goods or services marketed for themselves, their families, other people or other living creatures and are not for sale anymore".

#### **Consumer Rights and Obligations**

Consumer rights are the right to be treated or served correctly and honestly and are not discriminatory. Rights and obligations referred to in Law no. 8 of 1999 concerning Consumer Protection:

- a. The right to comfort, security and safety in consuming goods or services.

- b. The right to choose goods and or services and get goods from or services according to the exchange rate and conditions and guarantees promised
- c. The right to correct, clear and honest information regarding the condition and guarantee of goods or services
- d. The right to have their opinions and complaints heard about the goods and or services used
- e. The right to get advocacy, protection, and efforts to properly resolve consumer protection disputes
- f. Right to consumer guidance and education
- g. The right to be treated or served correctly and honestly and not to discriminate
- h. The right to get compensation, indemnity or replacement if the goods and or services are received not in accordance with the agreement or not as it should be

### **Consumer Obligations**

1. Read or follow information instructions and procedures for the use or utilization of goods and or services for security and safety
2. Have good intention in making transactions for the purchase of goods and or services.
3. Pay according to the agreed exchange rate
4. Follow efforts to resolve consumer protection disputes properly

### **Definition of Default**

Default is an act of breaking a promise or not keeping a promise. According to Abdul R Salim (Saliman: 2004, p. 15), default is an attitude in which someone does not fulfill or fails to carry out the obligations as determined in the agreement made between the debtor and creditor.

Default is regulated in article 1243 of the Civil Code (KUHPer), which reads: "reimbursement of costs, losses and interest due to non-fulfillment of an agreement is mandatory, if the debtor, although declared negligent, remains negligent in fulfilling the agreement, or if something must be fulfilled. given or done only can be given or done within a time that exceeds the predetermined time "

Default begins with the agreement between the parties to make an agreement, with a number of clauses containing a number of rights and obligations between the two parties in a reciprocal agreement. All of these clauses are conveyed, negotiated and finally arranged in a balanced manner based on mutual agreement of the two parties who made them.

### **Legal Consequences of Default**

The Civil Code has regulated defaults and legal consequences that occur if an obligation is not fulfilled or is commonly referred to as default in an agreement, which can be formulated in the Civil Code, the legal consequences of which can be seen in the following article:



- a. Article 1237 of the Civil Code explains that in the event that there is an agreement to provide a certain material, that material since the agreement was made and born, is on the account of the debt owed.
- b. Article 1266 of the Civil Code explains that the conditions for cancellation are considered better to always be included in a reciprocal engagement, if one of the parties fails to fulfill its obligations.

### **Lawsuit**

The broad meaning of a lawsuit has a purpose, namely to guarantee the implementation of legal order in civil cases, whereas in its narrow sense it is a way to obtain legal protection with assistance by the State.

#### a. Types of Lawsuit

- i. Lawsuit (contentius) In the elucidation of article 2 paragraph (1) of Law No. 14 of 1970 (amended by Law No. 35 of 1999), the authority and task of the judiciary is to settle contentious claims.
- ii. Application Lawsuit  
Judging from the explanation of article 2 paragraph (1) of Law no. 14 of 1970 (amended by Law No. 35 of 1999) which explains that the resolution of any dispute submitted to the civil service has a meaning in it that the settlement of problems related to voluntary jurisdiction

#### b. Forms of Lawsuit

- i. The lawsuit is in writing  
Written lawsuit which is the most justified and prioritized claim is a lawsuit in written or written form. This provision is regulated in article 118 paragraph 1 HIR which states that a civil lawsuit, which at the first stage enters the power of a district court, must be submitted with a letter of request that has been signed by the plaintiff or his representative (Ropaun Rambe, 2004).
- ii. The lawsuit is in verbal form  
Article 120 HIR / 144 R.Bg explains that the plaintiff does not have expertise or cannot write, so the lawsuit can be filed using only his or her word to the head of the court.

### **Definition of Agreement**

An agreement is a written or oral agreement made by two or more parties, each of which agrees to comply with what is stated in the agreement (Departemen Pendidikan Nasional, 2005). Article 1313 of the Civil Code, "an agreement is an act whereby one or more people bind himself to one or more people.

According to R. Subekti an agreement is "an event where a person promises to another person or where the two people promise each other to do something. Meanwhile, according to Salim HS, an agreement is" a legal relationship between one subject and another in the field of assets, where the subject One law has the right to achievement and so are other legal subjects who are obliged to carry out their achievements in accordance with what has been agreed (Salim HS, 2008).

### **Terms and Principles in the Agreement**

Terms and Principles in the agreement

#### 1. Terms of agreement

Article 1320 of the Civil Code explains that an agreement is valid and must fulfill the following 4 requirements:

- a. There are several things that have been agreed by both parties;
- b. The existence of a halal causa.
- c. There is a certain thing;
- d. Skills in making agreements;

The first condition and the second condition are the conditions that must be fulfilled by the subject in an agreement

#### 2. Covenant Principles

Paul Scholten explained that the principle of law is a basic thought that is contained within and behind every legal system, which is already in the form of statutory regulation or a court decision, and these provisions and decisions can be seen as an explanation. There are about thirteen kinds of the principles of the agreement, however according to civil experts there are five most important principles, namely:

- a) Principle of Freedom of Contract
- b) The Principle of Consensualism (Match of Will)
- c) The Principle of Legal Certainty (Pacta Sunt Servanda)
- d) Principles of Good Faith
- e) Principles of Personality

After the wedding organizer performs default actions against the consumer's marriage who feels cheated by the wedding organizer because when the wedding ceremony takes place the food does not arrive at the agreed time, the consumer takes legal action such as making a report to the authorities on the default wedding organizer on Sunday the 2nd February 2020. On February 3, 2020, on Monday morning, the US owner of the Pandamanda wedding organizer was detained by the depok metro police in Pancoran Mas, in the office address of the Pandamanda Wedding Organizer.





From the results of the interim examination, the US as the owner of the wedding organizer admitted to the authorities that the allegation was related to an error in management.

### **Dispute Resolution in Court**

When a violation of the law occurs, whether in the form of a violation of public interest or a violation of someone's rights, the offending party is not allowed to take certain actions to judge his actions by random people. Actions in other words "eigenrichting" or judging a problem by themselves are very prohibited and an act that is disgraceful, disorderly and must be done immediately (Wantjik Saleh, 1976)

In solving these problems, it is not enough just to take a precaution, but also requires a legal protection for the party who has committed an offense and resolves the problem, which has the right and obligation to provide resolution of the problem and legal protection is the State. Therefore, the State resolves these problems through judicial powers in the form of a judicial body with the executors being Judges. Article 11 paragraph (1) of Law Number 48 Year 2009 explains that each court conducts an examination, adjudicates and decides a case with a minimum limit of 3 (three) Judges, unless there is a Law which stipulates different matters. . In the sentence above, there is a word that is the core and most important, namely the word to judge. In fact, the word judge includes other words.

The activity of judging has a purpose and has the essence of giving justice. To guarantee such justice, the judge takes action and activity. The first time this is done by the Judge is to examine or first examine the correct position of a case submitted to him. After that the Judge considers giving an assessment of the case and looking for its relationship with the applicable law, then the Judge concludes by stating a law contained in the case.

### **Indemnification**

Understanding and Legal Basis. Claims for damages by a suspect or defendant are a manifestation of protection of human rights and dignity. If a suspect or defendant is treated illegally or acts without reasons based on law, give him the right to demand compensation. In order to understand the compensation stipulated in the first part of the Criminal Procedure Code, it is necessary to pay attention to article one point two two "compensation is the right of a person to receive a claim in exchange for a sum of money due to being arrested, detained, prosecuted or tried without reasons based on the Law or because error regarding the person or the law which is applied according to the manner regulated in this Law ". Affirmation with respect to demands for compensation in article one point two two (M. Yahya Harahap, SH, 2008).

Procedures for filing a claim for compensation. In the Criminal Procedure Code there are two articles that regulate the procedures for filing claims for compensation, namely article 81 and

article 95 paragraph two and paragraph three. By relating the two articles in relation to article 77 letter b, the procedure for filing a claim for compensation for damages will be elaborated by separating the types of claims for damages in terms of the stages of the level of prosecution that the case is currently undergoing. With this way of separation, it is the only way to facilitate a review of the procedures for filing claims for compensation (M. Yahya Harahap,SH. 2008).

### **Settlement of disputes in civil law**

There are several ways that can be chosen in resolving a dispute, namely as follows:

#### 1. Negotiation

The negotiation process is defined as a process of bargaining or talking to get an agreement on a certain problem that has occurred between the parties, negotiations are carried out because of a dispute for the parties or because an agreement has not been found because the parties have never discussed such a matter. Negotiations are carried out by negotiators starting from simple negotiations where the negotiators are the disputing parties themselves, until the parties provide special lawyers or negotiators to become negotiators (Munir Fuady, 2000).

According to Howard Raiffia quoted by Suyud Margono, negotiations consist of several stages, namely as follows:

a. The preparation stage, in preparation for a negotiation, the first thing that must be prepared is what is wanted or needed. By recognizing one's own interests before recognizing the interests of other parties.

b. Initial Bidding Stage, this stage the parties who are negotiating prepare a strategy about something that has to do with the question, namely who must first submit the bid.

c. Concession stage, the concession that must be given depends on the context of the negotiation itself as well as the concession given by the opposing negotiator. In this stage, a negotiator must be manipulative and must accurately calculate aggressiveness.

d. Final Stage, This final stage is the making of commitments or cancellation of commitments that have been previously agreed upon. Howard Raiffia stated

#### 2. consultation

There is no formulation or explanation described in Law Number 30 of 1999 regarding the meaning or meaning of this consultation. In Black's law dictionary, it is explained that what is meant by consultation (consultation) is an act of consulting or negotiating with a doctor, a client with a lawyer (Gunawan Widjaja dan Ahmad Yani, 2001).

#### 3. Mediation

Mediation is also an alternative dispute resolution. Mediation is also a negotiation process to find a solution to the problem through a neutral and impartial third party who will help find a solution for the disputing parties in settling the case ideally or satisfying the results for both

parties in dispute. From this understanding, it can be concluded that the mediation process contains the following elements:

1. Mediation is a dispute resolution process that goes through a negotiation process;
2. Mediators are accepted and involved with the disputing parties when conducting negotiations;
3. The mediator has a duty to assist the disputing parties in determining a solution to solve the problem in the best possible way;
4. The mediator does not have the power to make decisions while the negotiations are in progress.

#### **Consultation**

Not much different from the definition of mediation above, conciliation is also a process of dispute resolution in which the parties agree to involve a third party who is neutral and impartial to any party. Conciliation usually refers to a process in which a third party is only in charge of sending an offer to resolve disputes between the parties but has a less role in the negotiation process than the mediator (Munir Fuady, 2009).

#### **Arbitration**

Arbitration is a term derived from the word "arbitrage" (Latin), which means the power to settle a dispute at the discretion (Rudianto & Roesli, 2019). If according to this definition it seems clear that an arbitration institution is intended to be an institution that has the role of settling a case or dispute but does not use the classic settlement method, namely a judicial institution.

The regulations governing this arbitration in Indonesia, namely Law Number 30 of 1999, provide an understanding that arbitration is a way of resolving civil disputes outside of the general court based on an arbitration agreement that has been made in writing by the parties to the dispute, more details in Article 5 of Law no. 30 of 1999 explains that disputes that can be resolved through arbitration are only disputes in the field of trade and rights based on laws and regulations that have full power, namely the parties to the dispute (H.M.N. Poerwosutjipto, 1992).

#### **4. CONCLUSION**

Based on the description above which has been explained by the author concludes:

The cooperation agreement between the consumer and the wedding organizer in general, the cooperation agreement is used by the wedding organizer using a one-sided agreement and is based on a standard (standard) agreement because it gives an obligation to

someone as well as gives someone else the right to accept the achievements that have been made, in this one-sided agreement usually the wedding planner has determined the offer package and the terms and conditions that have been made by the wedding planner, so that consumers only need to make choices according to their willingness and ability.

Consumer Legal Protection in the Cooperation Agreement with Default Wedding Organizer. The cooperation agreement made by the wedding planner with service users, in this case the consumer, can provide legal restrictions that must be met by each party. Thus the purpose of the agreement is to provide legal protection to the parties who enter into the agreement so that the provisions stipulated in a contract can be carried out properly and have limitations on rights and obligations for the parties involved in a cooperation agreement, while the form of the agreement must meet the requirements. -the legal terms of an agreement which is determined by law because it says that if an objective requirement is not fulfilled the agreement is null and void, whereas if the subjective conditions of the new study can be canceled if asked to the judge, so that legal protection will be achieved for the parties in the work the same.

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