
Partnership Agreement: Study of Liquid Organic Fertilizer Processing on CV. Guna Daya Persada

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ABSTRACT

The contract contains rights and settles the obligations of the parties. One side performs its obligations and has the right to get its rights, and vice versa. However, sometimes there are parties who do not carry out their achievements based on the agreement and make other parties feel disadvantaged. In civil law, a wish that is flawed or unfulfilled is called default or breach of contract. default is a term which means broken promise, found in book III BW. The purpose of the research is to describe the legal contract construction of CV. Guna Daya Persada and describes the legal protection of the parties in the agreement between CV. Guna Daya Persada with Mr. Ismail. The research method used is the normative approach method, namely the approach with the main source being a provision of the law and secondary data, namely the partnership cooperation agreement between CV. Guna Daya Persada with Mr. Ismail. The legal construction of the partnership cooperation agreement between CV. Guna Daya Persada with Mr. Ismail is a sui generis agreement or a mixed agreement between a work contract agreement and a sale and purchase agreement because the main rights and obligations in the agreement are in accordance with Article 1601 letter (b), Articles 1606, 1608 and 1457 of the Civil Code and there is legal protection in in terms of the obligation of the contractor to provide liquid organic fertilizer seeds to the contractor and pay for the work or processing of the contractor and the contractor's obligation to work on or process liquid organic fertilizer seeds that have been provided by the contractor to the fullest and best and hand over the processed products to the buying party. This is in line with Article 1601 letter (b), Article 1606 and Article 1457 of the Civil Code.

Keyword: Legal Protection, Wanprestasi, Partnership**INTRODUCTION**

Indonesia is a country that adheres to a democratic system.¹ Article 1 (3) of the 1945 Constitution of the Republic of Indonesia provides a statement that the Republic of Indonesia is a legal state. Characteristics of the rule of law include recognition of human rights, separation of state powers; government based on law, as well as the formation of administrative justice.²

Nowadays, society's needs are increasingly complex and diverse. Business activities are one of the most promising activities and are in great demand by the nation's children who want to become entrepreneurs or do business.³ Very high social interaction ensures that the rights and interests of every human being are protected. To protect human rights and needs, media is needed, such as making agreements. The aim is to safeguard every human right and need from a legal perspective, so a contract or agreement is needed.⁴

¹ Afriana, A., Karsona, A. M., & Putri, S. A. (2020). Kemitraan Dalam Perspektif Persaingan Usaha Dan Penyelesaian Sengketa. *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan*, 4(1), 1-17.

² Zulkarnain Ridlwan, "Negara Hukum Indonesia Kebalikan Nachtwachterstaat", *Fiat Justitia Jurnal Ilmu Hukum*, Vol.5 No.2 (Mei-Agustus, 2012), hal .145

³ Hidayat, R. (2021). Tinjauan Yuridis Terhadap Perjanjian Kemitraan dalam Kitab Undang-Undang Hukum Perdata. *Journal of Law (Jurnal Ilmu Hukum)*, 6(2), 632-648.

⁴ Salim, 2011, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika, hal.7

Contracts contain rights and fulfill the obligations of the parties. One side carries out its obligations and has the right to obtain its rights, and vice versa. However, sometimes there are parties who do not carry out their achievements based on the agreement and make the other party feel at a loss. In civil law, performance that is defective or not fulfilled is called a breach of contract or breach of contract.⁵

Default is terminology which means breaking a promise, found in book III BW. The statement from article 1234 BW, an agreement is making something, doing/not doing something. If there is negligence, it will cause harm to other parties.⁶

According to Subekti, default occurs when the debtor does not carry out the obligations that have been agreed, he forgets or is negligent or breaks his promise.⁷ According to R. Soeroso, a legal consequence is an action taken to obtain a result desired by the perpetrator and regulated by law. This action is called legal action.⁸

Problems in the partnership model often cause complaints and suspicions that give rise to debate.⁹ The form of default in this case occurs in the partnership agreement.

Law No. 20/2008 concerning MSMEs means the creation of a cooperative bond between two or more parties who are synergistic and voluntary on the basis of mutual strengthening, mutual need and mutual benefit. Business Partnership is a relationship between business actors which is based on business ties that require mutual need and mutual benefit in a synergistic working relationship.¹⁰

Partnership agreement has a very important role in national development.¹¹ The aim and objective of the partnership is "Win-Win Partnership."¹² The partnership system is intended to provide certainty to two parties, namely entrepreneurs and farmers themselves.¹³ According to Mohammad Jafar Hafash, a partnership is a business approach used by two or more parties over a predetermined period of time to gain profits based on the principles of mutual benefit and expansion.¹⁴

Indonesia is known as an agricultural country where the majority of people are farmers who cultivate crops.¹⁵ Agricultural land is a factor that supports people's living needs, especially rural communities.¹⁶ One example of a partnership is a liquid organic fertilizer processing partnership. Organic fertilizer is fertilizer in whole or in part made from organic materials found in animals or plants that have undergone an engineering process, and in liquid or solid form.¹⁷

⁵ Joni Emirzon, Muhamad Sadi, 2021, *Hukum Kontrak Teori dan Praktik*, Bandung: Prenada Media, hal. 28

⁶ Yahman, 2010, *Karakteristik Wanprestasi dan Delik Penipuan Yang Lahir Dari Hubungan Kontraktual*, Surabaya: PPs Universitas Airlangga, hal. 27

⁷ R. Subekti, 2002, *Hukum Perjanjian*, Cetakan 19, Jakarta: PT Intermedia, hal. 42

⁸ R. Soeroso, 1992, *Pengantar Ilmu Hukum*, Jakarta: Sinar Grafika, hal. 162

⁹ Fitriya, Y. T., Haryadi, F. T., & Syahlani, S. P. (2012). Analisis pendapatan dan persepsi peternak plasma terhadap kontrak perjanjian pola kemitraan ayam pedaging di Propinsi Lampung. *Buletin Peternakan*, 36(1), 57-65.

¹⁰ Dewi Asiati & Nawawi, "Kemitraan Disektor Perikanan Tangkap: Strategi Untuk Kelangsungan Usaha dan Pekerjaan" *Jurnal Kependudukan Indonesia* Vol. 11 No. 2 (Desember 2016), hal. 104

¹¹ Arifin, Z., Soegianto, S., & Sulistyani, D. (2020). Perlindungan Hukum Perjanjian Kemitraan Pengadaan Barang/Jasa Pemerintah Pada Bidang Konstruksi. *Jurnal USM Law Review*, 3(1), 59-76.

¹² Priyono, E. A. (2018). Perlindungan hukum bagi para pihak dalam perjanjian kemitraan peternakan. *Diponegoro Private Law Review*, 2(1).

¹³ Sehat, M. D. P. U. T. (2015). Analisis Kontrak Sistem Kemitraan Ayam Ras Pedaging Dan Kaitanya Dengan Undang-Undang Nomor 5 Tahun 1999 Tentang Larangan Praktek. *JITP*, 4(2).

¹⁴ Mohammad Jafar Hafash, 2000, *kemitraan usaha*, Jakarta: Sinar Harapan, hal. 10

¹⁵ Siregar, M. H. (2022). Kedudukan Notaris Dalam Menjaga Keseimbangan Para Pihak Pada Perjanjian Kemitraan Perkebunan. *Simbur Cahaya*, 29(1), 133-140.

¹⁶ Wanimbo, E. (2019). Kehidupan Sosial Ekonomi Keluarga Petani Dalam Meningkatkan Taraf Hidup (Studi di Desa Bapa Distrik Bogonuk Kabupaten Tolikara Propinsi Papua). *HOLISTIK, Journal of Social and Culture*.

¹⁷ Agustinus Mangungsong, Soemarsono, dan Fatardho Zudri, 2019 "Pemanfaatan Mikroba Tanah dalam Pembuatan Pupuk Organik serta Perannya terhadap Tanah Aluvial dan Pertumbuhan Bibit tanaman kakao". *Agron Indonesia*, hal. 318

In Wonosari, Delanggu, Klaten there is a liquid organic fertilizer manufacturing factory called CV. Use Persada Power. The factory is led by Mr Sutoto. CV. Guna Daya Persada has partnered with many people, one of which is Mr. Ismail.

The first party is Mr Sutoto as the head of CV. Guna Daya Persada and the second party, namely Mr. Ismail, made an agreement written in a stamped agreement letter. The contents of the agreement are CV. Guna Daya Persada is willing to supply the basic ingredients for liquid organic fertilizer and receive back the results from the processing of liquid fertilizer processed by Mr. Ismail on condition that the clinical test of the liquid fertilizer contains 70% microbes. The clinical test was carried out in the laboratory and all testing costs were borne by CV. Use Persada Power. After passing clinical trials and meeting the requirements, CV will be accepted back. Use Persada Power.

From the partnership agreement entered into by CV. Guna Daya Persada with Mr. Ismail contained legal irregularities and conflicted with the contents of the agreement that had been determined based on consensus. This is the absence of responsibility on the part of CV. Guna Daya Persada to pay for processing from Mr. Ismail as stipulated in the agreement that CV. Guna Persada is willing to accept back the processed products from Mr. Ismail at a predetermined and agreed price. In short, Mr. Ismail has submitted processed liquid organic fertilizer which contains 70% microbes, but CV. Guna Daya Persada does not pay for the processed products. This is contrary to Article 1457, which explains: "Sales and purchases are an agreement in which one party binds himself to provide the goods and the other party pays the price that has been promised."¹⁸ And it is also not in accordance with Law No. 20/2008 concerning MSMEs. This irresponsibility has occurred several times until Mr. Ismail ran out of capital and was forced to terminate his collaboration with CV. Use Persada's power.

RESEARCH METHODS

Researchers use a type of normative approach method that includes statutory regulations and ranking of degrees of vertical and horizontal harmony. The research study is descriptive in nature, because the research aims to provide an overview of the research object, namely the legal construction of the CV partnership cooperation agreement. Guna Daya Persada with Mr. Ismail, as well as legal protection for the parties in the event of default in the implementation of the partnership cooperation agreement. This method aims to collect secondary data. Aims to search for and study statutory regulations, secondary data, and related doctrines related to the research object.

RESULTS AND DISCUSSION

A. Legal Construction of the Partnership Cooperation Agreement between CV. Use Persada Power with Mr. Ismail

This agreement discusses the rights and obligations of the parties arising from the agreement. CV cooperation agreement. Guna Daya Persada with Mr. Ismail creates rights and obligations and refers to the norms of work contracting agreements and sales and purchase agreements.

a. First party rights and obligations:

1. The first party has the right to receive processed liquid microbial fertilizer containing 70% microbes from the second party which initially contained 30% microbes. In this case the legal construction is a contracting agreement in accordance with Article 1601 letter (b) which reads: A work contracting agreement is an agreement that the first party, namely the contractor, commits himself to completing work for another party, the contractor/task giver, at a price that has been determined. set.¹⁹

¹⁸ Kitab Undang-Undang Hukum Perdata Pasal 1457

¹⁹ Ibid, Pasal 1601 huruf (b)

2. The first party is obliged to provide liquid organic fertilizer seeds containing 30% microbes to the second party. In this case, the legal construction is a work contracting agreement in accordance with Article 1606 of the Civil Code which reads: "The contractor is obliged to do his work only and his work is destroyed, so he is only responsible for his mistakes."²⁰This means that Mr. Ismail as the contractor has the right to receive the organic fertilizer seeds and is only obliged to process the liquid organic fertilizer seeds, while CV. Guna Daya Persada is obliged to provide liquid organic fertilizer seeds.
- b. Rights and obligations of second parties
1. The second party has the right to receive payment for each transaction for products or processed products that meet the requirements purchased by the first party at the agreed price. In this case, the legal construction is a sale and purchase agreement in accordance with Article 1457 of the Civil Code which explains: Sale and purchase is an agreement in which one party binds himself to hand over the goods and the other party to pay the price that has been promised.²¹
 2. The second party is willing to process liquid organic fertilizer seeds containing 30% microbes from the second party and then process them to contain 70% microbes. In this case, the legal construction is a work contracting agreement in accordance with Article 1601 letter (b) which reads: A work contracting agreement is an agreement that the first party, namely the contractor, commits himself to completing a job for another party, the contractor/task giver, at a price. which has been specified.
 Legal construction of the partnership cooperation agreement between CV. Guna Daya Persada with Mr. Ismail is a sui generis agreement or a hybrid agreement between a work contract agreement and a sale and purchase agreement because the main rights and obligations in the agreement are in accordance with Article 1601 letter (b), Articles 1606, 1608 and 1457 of the Civil Code.

Legal Protection for the Parties in the Event of Default in the Partnership Cooperation Agreement between CV. Use Persada Power with Mr. Ismail

- a. In setting rights and obligations
- There is legal protection in terms of: a) The contractor's obligation is to provide liquid organic fertilizer seeds to the contractor and pay for the results of the work or processing from the contractor, b) The contractor's obligation is to work on or process the liquid organic fertilizer seeds that have been provided by the contractor to the maximum extent possible. and as best as possible and hand over the processed results to the contracting party.
- b. In the event of default
1. The form of default from both parties is that the first party does not provide or supply liquid organic fertilizer seeds to the second party and does not pay for the results of work or processed liquid organic fertilizer from the second party as regulated in Articles 1606 and 1457 BW, then the form of default from the second party namely not processing liquid organic fertilizer seeds and not handing over the processed liquid organic fertilizer to the first party as regulated in Article 1601 letter (b) BW. Default in the agreement is regulated in Article 1238 BW explaining "Conditions where the debtor is declared negligent by means of a warrant, or by means of a similar deed, or based on the strength of the agreement itself, namely if this agreement results in the debtor being deemed to be in default after the specified time has passed." and is the opinion of R. Subekti
 2. The result of a breach of contract from both parties is that the first party will stop providing liquid organic fertilizer seeds and the second party will stop carrying out work as stipulated in the agreement. The contracting party is given the right to terminate the contract midway even though this is not regulated in the agreement but this is regulated in Article 1611 of the Civil Code.
- c. In the event of overmacht

²⁰ Ibid, Pasal 1606

²¹ Ibid, Pasal 1457

1. The form of overmacht in the partnership cooperation agreement carried out by CV. Guna Daya Persada with Mr. Ismail is the result of force majeure, namely circumstances or events that occur unexpectedly and are beyond the control of the parties. These situations include natural disasters and riots. In this case it is regulated in Articles 1244 and 1245 of the Civil Code and is the opinion of Setiawan and Subekti.
2. The result of overmacht is that all losses are borne jointly and when the overmacht has been completed, the parties agree to resolve the problem together by holding discussions. This is regulated in article 1245 and is Setiawan's opinion

CONCLUSION

Legal construction of the partnership cooperation agreement between CV. Guna Daya Persada with Mr. Ismail is a sui generis agreement or a mixed agreement between a work contract agreement and a sale and purchase agreement because the main rights and obligations in the agreement are in accordance with Article 1601 letter (b), Articles 1606, 1608 and 1457 of the Civil Code and there is legal protection in The obligation of the contractor is to provide liquid organic fertilizer seeds to the contractor and pay for the results of the work or processing from the contractor and the obligation of the contractor is to work on or process the liquid organic fertilizer seeds that have been provided by the contractor as fully and well as possible and hand over the processed results. to the contracting party. This is in line with Article 1601 letter (b), Article 1606 and Article 1457 of the Civil Code.

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