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Juridical Analysis Of Dispute Resolution In Online Arisan Agreements (Verdict Number 12/Pdt. G/2020/PN. Tpg)

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Abstract, In today's modern era, all activities are beyond what is called technological progress, social media is now not only a medium to communicate but can also be a medium that can do investment activities. Man is called a creature homo economics (mahluk ekonomi). This term is then now understood by most people with the meaning of a creature whose primary purpose in life is to seek profit. With the development of this era all investment activities can be done easily based on digital social media or online, one of the investment activities that can be made with online is online earnings, earnings in general is the activity of collecting money in groups formed by a member then determined how many times in a day or a week spend a month in such collection. after the money is collected then it is determined who will get the first number lottery to the end. With the development of this era online arisan activities are now also not only supported by adults but also by young people, for young people online Arisan becomes an investment choice because of the mechanisms that are quite easy, efficient, and encouraging, but not a little maintenance of this online arisan runs smoothly one of the cases of disadvantage against online arisan. The aim of this study is to find out the conclusion of a misconduct in an online arisan agreement between Umi Barokah (claimant I), Susanti (claimed II), Fransisca Irene Miranda Putty (claimer III), Erfira Meyer (claimsant IV) and the accused namely Anggie Nadia under Judgment No. 32 JPdt.G/2020/PN. Tpg. Based on the research used, the specifications of the research are descriptive. Juridical-normative, legislative, informal, and case approaches. Data collection techniques used are document studies and literature studies, with methods of data analysis normative-qualitative. Based on the results of the analysis of the settlement of non-performance in the online derivative agreement in the judgment No. 12/Pdt.G/2020/PN. Tpg, the judge's assembly rejected the petitioners' claims in its entirety because they did not meet the subjective conditions of the agreement, and the objective valid condition of an agreement is that there is no particular thing, and cause is not legal that is contrary to the law.

Keywords: Agreements, Breach of Contract, Online Arisan

1. INTRODUCTION

Along with the development of this era, all investment activities can be carried out easily based on digital or online social media, one of the investment activities that can be done online is online arisan, arisan in general is an activity of collecting money in groups formed by a member and then determining how many times a day or a week or even a month in the collection. after the money is collected, it is determined who will get the lottery number sequence first to last. The mechanism of arisan activities, which was originally about collecting an agreed amount of money in a meeting or association by meeting face to face, now with the development of this modern era, these activities can be carried out without face to face or online. Each arisan member has two roles, such as creditor and debtor. After the arisan members agree to run the arisan with a certain amount of money, an agreement is formed between the two parties. This arisan is considered an agreement that has been mentioned in Article 1320 of the Civil Code, namely the validity requirement in one of the agreements,

namely the agreement of the parties.

Agreements are generally described in the third book of the Civil Code. According to the provisions of Article 1313 of the Civil Code which states that: "an agreement is an act by which one or more people bind themselves to one or more other people". In this case in the case that the author discusses in this research where the plaintiffs and the defendant have established cooperation in the form of arisan in the whatsapp group, which at first the arisan ran smoothly for several times but then the defendant denied the obligation to pay the arisan money to the plaintiffs, therefore the defendant has violated the agreement or did not fulfill his obligations, in other words the defendant has committed default. So from the description above, the object studied by the author is an online arisan agreement, default, and its relationship with the Civil Code, this research was conducted with the aim of knowing the implementation and resolution according to Decision No. 12/Pdt.G/2020/PN. Tpg.

Based on the background description above, the author raises several problems that will be discussed further. The problems are as follows:

1. What is the implementation mechanism of the online arisan agreement between the plaintiff and the defendant on social media, namely in the WhatsApp group called "Arisan exclusive"?
2. How is the dispute that occurs in the online arisan agreement based on Decision No. 12/Pdt.G/2020/PN. Tpg?
3. How is the dispute resolution in the online arisan agreement based on Decision No. 12/Pdt.G/2020/PN. Tpg?

Based on the formulation of the problem stated above, it can be seen that the objectives of this research are:

1. To determine and analyze the implementation of the online arisan agreement between the plaintiff and the defendant based on the study of decision No.12/Pdt.G/2020/PN.Tpg.
2. To determine and analyze the disputes that occur in the online arisan agreement based on decision No. 12/Pdt.G/2020/PN.Tpg.
3. To determine and analyze the dispute resolution in the online arisan agreement based on Decision No. 12/Pdt.G/2020/PN. Tpg.

2. LITERATURE REVIEW

The notions of dispute and conflict are close in meaning, so to gain a thorough understanding, we must know the meaning of the terms dispute and conflict. According to the Indonesian Dictionary, a dispute is anything that causes a difference of opinion, contention and

argument. Meanwhile, conflict is a dispute or disagreement. According to Rachamadi Usman, a conflict will not develop into a dispute if the aggrieved party only harbors feelings of dissatisfaction or concern. Agreements are regulated in the third book of the Civil Code, because agreements are one source of obligation. While other sources of obligation are obligations due to law. The formulation of the provisions of this article is actually unclear, this uncertainty can be examined from several elements in the formulation of Article 1313 of the Civil Code, the criteria for agreements regulated in Book III of the Civil Code are that they can be valued in money.

Agreement with a legal act in which one or more people bind themselves to one or more people. Regarding the term agreement, there are many differences in views from scholars arising from different points of view, namely one party sees its object from the actions carried out by the legal subject. While the other party reviews from the point of view of legal relations. Therefore, many scholars provide their own limitations regarding the term agreement. Civil law scholars generally argue that the definition of an agreement contained in the above provisions is incomplete and too broad. According to M. Yahya Harahap, an agreement or *verbintennis* means: "a legal relationship of wealth / property between two or more people, which gives one party the right to obtain achievements while obliging the other party to fulfill its obligations.

Furthermore, the definition of an agreement discussed in Article 1313 of the Civil Code has been criticized by legal scholars because it still contains weaknesses. So that in practice it raises various objections because on the one hand the limitation is very incomplete, but on the other hand it is too broad, covering also marital agreements in the field of family law. In fact, what is meant is the relationship between debtors and creditors of a material nature. Agreements regulated in Book III of the Civil Code actually only cover agreements of a material nature, not covering agreements of a personal nature. The formulation of the definition of an agreement according to the Civil Code provides a legal consequence that in an agreement there will always be two parties, where one party is the party who is obliged to perform (debtor) and the other party is the party entitled to the achievement (creditor). An agreement is an act by which one or more people bind themselves to one or more other people (Article 1313 BW).

In various agreement laws, if an agreement has fulfilled all its conditions and according to the agreement law has fulfilled its pillars and conditions, the agreement is binding and must be fulfilled and applies as law, in other words, the agreement has legal consequences that must be fulfilled by the parties concerned, as stated in Article 1338 Paragraph 1 of the Civil Code which reads "all agreements made legally shall apply as laws for those who make them". In principle, the agreement is only binding on the parties who make it, as stated in Article 1338

of the Civil Code, this is also emphasized in Article 1315 of the Civil Code. The agreement is the most important source of obligation, because the obligation is an abstract notion while the agreement is a concrete thing or a real event that binds the parties who make an agreement. A valid and binding agreement is an agreement that fulfills the elements and conditions stipulated by law. Legally binding agreements are recognized and have legal consequences (legally concluded contract). According to the provisions of Article 1320 of the Civil Code, every agreement always has four elements and to each element are attached conditions determined by law.

According to Marhanis Abdul Hay, the birth of an agreement occurs when there is an agreement and a side-by-side statement. This agreement is about the main things either in the form of oral or writing, while the side-by-side statement occurs when a party who offers to state about the agreement and the opposing party agrees to what was stated earlier. In the formulation of the article above, it is stated that for the validity of the agreement, four conditions are required. The first two conditions are called subjective conditions, because they concern the subject of the agreement, while the last two conditions are called objective conditions, because they concern the object of the agreement. The existence of a defect of will (caused by mistake, coercion, or fraud) or incapacity to make an agreement results in the cancellation of the agreement. If the object is not certain or cannot be determined or the clause is not lawful, the agreement is null and void. In accordance with the principle of consensualism, an agreement is born at the time of reaching an agreement on the main matters.

Arisan online is a socio-economic activity that is commonly carried out in the community with the aim of friendship or economy. The activity is carried out by collecting money or goods through membership or members based on mutual agreement and agreement. Then it is drawn while waiting for their turn, who then gets the arisan. Default in online arisan occurs if the parties involved in online arisan violate the terms of the agreement made at the time of conducting online arisan, for example, arisan participants who have received online arisan rations but after that disappear and do not pay the arisan money anymore. When arisan participants have agreed to hold an arisan with a certain value of money or goods and within a certain period of time, there is actually an agreement between the arisan participants. Arisan is recognized as an agreement even though it is often carried out based on the agreement of the participants without an agreement letter being made, because the legal requirements of an agreement as stipulated in Article 1320 of the Civil Code do not require that the agreement must be in written form.

Therefore, if a party violates the agreement, even though it is not in writing, the party is considered to have defaulted. The act of default has consequences for online arisan

participants who do not complete payments smoothly, so that when arisan participants do not complete their contribution payment obligations, the arisan owner will be responsible for covering the arisan contribution payments. The reason for this default is due to negligence in the payment process or due to the willfulness of the party who does not want to take responsibility. In this thesis, defaults that occur due to the negligence of online arisan owners who are not trustworthy to carry out their obligations to make payments. In Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. From Article 1313 of the Civil Code, it is clear that agreements made by both parties must follow the specified requirements, and must follow the principle of agreement or propriety. Because the agreement that has occurred is binding on both parties. From these provisions, it can be seen that one party who commits default can be punished to pay compensation, cancel the agreement, transfer risks or pay court costs if it reaches the court.

3. RESEARCH METHOD

The research that the author examines here is a type of juridical-normative research, which is research conducted using literature studies (secondary data). Normative juridical is normative juridical where the law is conceptualized as what is written in terms of legislation (law in books) or law is conceptualized as rules or norms which are benchmarks of human behavior that are considered appropriate.

The location is the Tanjungpinang District Court based on Decision No. 12/Pdt.G/2020/PN.Tpg. The population is all district court decisions related to default in online arisan agreements. The sample is to select decisions discussing important aspects of the principle of legal certainty, such as:

1. Consistency of decisions in applying the principle of legal certainty
2. Clarity and legal certainty in the formulation of the decision
3. The impact of the decision on legal certainty in society

4. RESULTS AND DISCUSSION

Implementation of the Online Arisan Agreement Dispute Based on the Study of Decision No.12/Pdt.G/2020/PN.Tpg

Umi Barokah (plaintiff I), Susanti (plaintiff II), Fransisca Irene Miranda Putty (plaintiff III), Erfira Meyer (plaintiff IV) who here as plaintiffs have established cooperation with the defendant, Anggie Nadia, in the form of a whatsapp group (WA) called "Arisan Exclusive". That the collaboration between the Plaintiffs and the Defendant began on June 22, 2019, where the Plaintiffs participated in an arisan in the WA group called "Arisan Exclusive" which was

managed by the Defendant where the Plaintiffs were the capital owners, which at first the Arisan ran smoothly for several times but then it turned out that the defendant reneged on the obligation to pay the arisan money to the plaintiffs, over time it turned out that what was promised by the Defendant to the Plaintiffs did not work as intended or in other words the Defendant had not fulfilled its obligations as manager of the funds belonging to the Plaintiffs that had been deposited with the Defendant.

Over time it turned out that what was promised by the Defendant to the Plaintiffs did not work as intended or in other words the Defendant had not fulfilled its obligations as manager of the funds belonging to the Plaintiffs that had been deposited with the Defendant. As a result of the Defendant not fulfilling its obligations as promised to the Plaintiffs, the Plaintiffs have suffered losses, and the losses suffered by the Plaintiffs are:

1. The capital of plaintiff I amounted to Rp. 74,000,000, - (seventy-four million rupiah) with a profit of Rp. 9,750,000, - (nine million seven hundred and fifty thousand rupiah). so that the total capital + profit amounted to Rp. 83,750,000, - (eighty-three seven hundred and fifty thousand rupiah).
2. The capital of plaintiff II was Rp. 95,250,000 (ninety-five million two hundred fifty thousand rupiah) with a profit of Rp. 13,250,000 (thirteen million two hundred fifty thousand rupiah), resulting in a total capital + profit of Rp. 108,500,000 (one hundred eight five hundred thousand rupiah).
3. The capital of plaintiff III was Rp. 60,550,000 (sixty million five hundred fifty thousand rupiah) with a profit of Rp. 7,950,000 (seven million nine hundred fifty thousand rupiah), resulting in a total capital + profit of Rp. 68,750,000 (sixty-eight seven hundred fifty thousand rupiah).
4. The capital of plaintiff IV was Rp. 32,100,000 (thirty-two million one hundred thousand rupiah) with a profit of Rp. 4,200,000 (four million two hundred thousand rupiah) resulting in a total capital plus profit of Rp. 36,300,000 (thirty-six million three hundred thousand rupiah).
5. Therefore, the total capital + profit of the plaintiffs amounted to Rp. 297,300,000 (two hundred ninety-seven million three hundred thousand rupiahs).

The Defendant's obligation towards the unpaid profits by the Defendant to the Plaintiffs has been collected as stated in Letter Number: 030/PP/KH- HAR/XII/2019 dated December 13, 2019, regarding the aforementioned, however, until this lawsuit was registered at the Tanjungpinang District Court Registrar there has been no response from the Defendant. Therefore, the Plaintiffs request that the Chairman/Council of Judges of the Tanjungpinang District Court examining and adjudicating this case be pleased to punish and order the

Defendant to pay the profit and capital that has been deposited to the Plaintiffs in cash and at once or at a reasonable and appropriate amount according to the judgment of the Chairman/Council examining and adjudicating this case.

Case Position Decision No.12/PDt.G/2020/PN.Tpg

The collaboration between the Plaintiffs and the Defendant began on June 22, 2019, where the Plaintiffs participated in an Arisan in a WA group called "Arisan Exclusive" managed by the Defendant where the Plaintiffs were the capital owners, which at first the Arisan ran smoothly for several times but then it turned out that the Defendant reneged on the obligation to pay the arisan money to the Plaintiffs, over time it turned out that what was promised by the Defendant to the Plaintiffs did not work as intended or in other words the Defendant had not fulfilled its obligations as manager of the funds belonging to the Plaintiffs that had been deposited with the Defendant.

The obligation of the Defendant towards the unpaid profits by the Defendant to the Plaintiffs has been collected as stated in Letter Number: 030/PP/KH-HAR/XII/2019 dated December 13, 2019 concerning notification and warning to Angie Nadia from the Office of Advocate & Legal Consultant A. Rivai Ibrahim & Partners, regarding the aforementioned, but to the letter from the Plaintiffs until the lawsuit was registered, there was no response from the Defendant. Rivai Ibrahim & Partners, regarding the above, however the letter from the Plaintiffs until the lawsuit was registered at the Tanjungpinang District Court Registrar has not yet received a response from the Defendant.

The actions and conduct of the Defendant who did not make payment of the rights of the Plaintiffs for the exclusive arisan agreement in question, it is clear that the Defendant has not carried out the contents of the agreement agreed between the two parties properly, for the actions and conduct of the Defendant mentioned above who did not carry out the contents of the agreement in question, then it can be qualified into an act of default that is detrimental to the Plaintiffs. Based on this statement, the plaintiffs filed a lawsuit at the Tanjungpinang District Court on January 22, 2020 with lawsuit number 12/Pdt.G/ 2020/PN Tpg. The petitums of the lawsuit are:

- a. Accept and grant the plaintiffs' lawsuit in its entirety.
- b. Declare that the Arisan in the WA Group with the name "Arisan Exclusive" between the Plaintiffs as investors and the Defendant as the manager of the Arisan is valid and binding.
- c. Declare that the Defendant has committed an act of default in relation to the Arisan in the WA Group under the name "Arisan Exclusive".
- d. Punish and order the Defendant to pay the profit and capital for the "Arisan Exclusive"

agreement to the Plaintiffs in cash and at once or at a reasonable and appropriate amount according to the judgment of the Chairman/Council of Judges examining and trying this case, with the details described above.

- e. Declare the security seizure placed by the Tanjungpinang District Court valid and valuable.
- f. Punish the Defendant to pay dwangsom to the Plaintiffs in the amount of Rp 500,000 (five hundred thousand rupiah) for each day of failure to implement the decision of the District Court in this case.
- g. Declare that this decision can be executed first (uitvoerbaar bij voorrad) even though there are legal efforts of verzet, appeal, cassation and other legal efforts.
- h. Punish the Defendant to pay all costs incurred in this case.

If it is connected to the Exclusive Arisan cooperation argued by the Plaintiffs against the Defendant, namely as the investor with the Defendant as the capital manager, what the Defendant will do or work on the capital given to the Defendant must be clearly known, understood, whether the capital will be borrowed again by another party, of course if it is borrowed by another party, it is not necessarily a quick return, so there needs to be a certain thing, it is clear what is done, how much it costs / price, Not only the context of the Defendant having to return money to the Plaintiffs, but what was done by the Defendant himself, the Plaintiffs did not want to know, in fact the Defendant himself was only a flower board business and even then it had closed, so it must be clear first a certain thing which is a requirement or an essential element, which in no way can be proven by the Plaintiffs through letter evidence and witness evidence.

In reality, if the Plaintiffs are said to be the owners of the capital who handed over their capital to the Defendant for this use, it is clear that from the beginning there was a bad intention from the Defendant, with the aim of having money from the Plaintiffs, clearly this does not fall into the realm of an agreement according to the law. The legal actions carried out by the Plaintiffs were independent of the Defendant, and did not reflect cooperation or an act of charity, so it cannot be said that there are legal consequences that must be borne by the Defendant to each of the Plaintiffs. From this case, the plaintiffs' claim against the defendant, the panel of judges rejected the plaintiffs' claim in its entirety, because this action did not constitute a breach of promise / default in fact the Plaintiffs, if said to be the owner of the capital who handed over their capital to the Defendant for this use, clearly from the start there was a bad intention from the Defendant, with the aim of having money from the Plaintiffs, clearly this is not included in the realm of agreements according to the law, and does not meet the validity requirements of an agreement.

Dispute Resolution in Online Arisan Agreement Based on Decision Number 12/Pdt.G/2020/PN.Tpg

Default committed by the parties is a loss in the transaction process, and the forms of default in transactions regulated in the Civil Code and in transactions via the internet are generally the same, namely, not doing what is promised to be done, carrying out what was promised but not in accordance with what was promised, carrying out what was promised but late, and carrying out something that according to the agreement should not be done. Basically, agreements with the concept of arisan are regulated in the Civil Code in book III chapter II concerning obligations to a rule and contract provisions. Chapter V to Chapter XVIII also regulates the legal principles and legal norms of agreements or agreements that have more characteristics or are commonly known as agreements called arisan.

It should be noted that arisan Online adheres to an oral agreement system in which the parties do not write the agreement on a piece of paper, the agreement in arisan Online is only based on mutual agreement between members by putting trust. This means that this has also fulfilled the legal requirements in making an agreement. In online arisan, the legal subjects consist of admins and members. The admin is the person who organizes the arisan. The admin is usually chosen by the members. His obligations are to run the arisan such as collecting arisan members, collecting funds when they are due and being responsible for the arisan. The rights that the arisan admin has, usually receiving money or rewards that he gets at the beginning in exchange for his responsibilities.

Other legal subjects in the online arisan are members. Although online arisan is only through electronic media and never face to face between members, but there has been a legal relationship based on an agreement, for that person who performs legal actions is still called a legal subject, in the law of agreement the legal subject is divided into 3, namely the parties to the agreement, the heirs of the parties to the agreement, and third parties. Therefore, the second element of the agreement regarding the legal subject has been fulfilled. The third element is the existence of achievement. Achievement can be doing something and not doing something, achievement in the agreement is divided into doing something and not doing something. In the oral agreement of online arisan, what is meant by doing something is carrying out responsibilities as a member and responsibilities as an admin. Among the three elements above, the most famous are the *essentialia*, *naturalia*, and *acidentialia* elements.

The *essentialia* or absolute elements in the agreement are things that need to be emphasized clearly, who is participating in the arisan, how much the arisan costs, what dates the arisan is due, what kind of fines are in the arisan, what kind of arisan system is followed, descending arisan or goods arisan and various other types of arisan. In this element, it must be

explained clearly and openly, so that there is no misunderstanding between members. Default is also referred to as an act of breaking a promise made by one of the parties. Usually in a credit agreement, the party that defaults is the debtor, a debtor is said to be negligent if he does not fulfill his obligations or is late in fulfilling them but not as agreed. Based on the provisions of Article 1313 of the Civil Code which states that an agreement is an act by which one person binds himself to one or more other people, to be considered valid an agreement must meet the provisions of Article 1320 of the Civil Code, namely:

- a. Agreement.
- b. The capacity of the parties.
- c. Something that is agreed upon.
- d. A lawful cause

In the case of online arisan, namely Arisan Exclusive in Decision No. 12/Pdt.G/2020/PN. Tpg, it is explained that the cooperation argued by the plaintiffs against the defendant, namely as a financier with the defendant, namely Angie Nadia as a capital manager, what will be done or worked on by the defendant with the capital given to the defendant must be clearly known, understood, whether the capital will be borrowed again by another party, of course if it is borrowed by another party, it is not necessarily returned quickly, so there needs to be something certain, clear what is being done, how much it costs/prices, how long it will take, not only the context of the defendant having to return the money to the plaintiffs, but what the defendants themselves do, the plaintiffs do not want to know, in fact the defendant himself only has a flower board business that has closed, so it must first be clear something certain which is a requirement or essential element, which cannot be proven by the plaintiffs through written evidence and witness evidence.

According to Article 1233 of the Civil Code, every obligation is born either because of an agreement or because of a law, then the agreement that occurs has no legal consequences, therefore there is no obligation that has occurred between the plaintiffs and the defendant, so it cannot be said that there is a breach of contract against the plaintiffs by the defendant. As according to Prof. Subekti, the forms and requirements of a breach of contract are:

- a. Not doing something according to what was agreed
- b. Doing something according to the agreement but late
- c. Doing something that was agreed but not as agreed
- d. Doing something outside the agreement

5 CONCLUSION AND SUGGESTION

Conclusion

Based on the discussion in the previous chapter, the following conclusions can be drawn:

- a. The implementation of online arisan in Decision No. 12/Pdt.G/2020/PN.Tpg, between the plaintiffs, namely Umi Barokah (plaintiff I), Susanti (plaintiff II), Fransisca Irene Miranda Putty (plaintiff III), Erfira Meyer (plaintiff IV) and the defendant, namely Anggie Nadia in the form of a WhatsApp group called "Arisan Exclusive" is not a form of default because in reality the plaintiffs are said to be capital owners who hand over their capital to the defendant to be used, this is clear from the start there was a bad intention from the defendant, with the aim of having money from the plaintiffs, the agreement was born from good faith built by both parties from the start, then an agreement can be born. If the agreement has been infiltrated with evil intentions, then there is no agreement from the start. Therefore, it is clearly not included in the realm of agreements according to law
- b. Settlement of default in online arisan agreements in Decision No. 12/Pdt.G/2020/PN.Tpg, the panel of judges certainly rejected the plaintiffs' lawsuit in its entirety because it did not meet the subjective requirements, namely agreement, and the objective requirements for a valid agreement, namely the absence of a certain thing, and the cause is not lawful, namely contrary to the law. And the panel sentenced the plaintiffs to pay court costs.
- c. Characteristics of online arisan agreements, namely this agreement is classified as an anonymous agreement (innominaat) based on Article 1338 of the Civil Code, a standard agreement, and a reciprocal agreement. The provisions of online arisan are determined by the organizer and offered via social media to prospective arisan members. Communication related to the offer to the implementation of online arisan is carried out without direct face-to-face meetings so that approval of the online arisan agreement is given based on the principle of trust.

Suggestion

From this conclusion, the author can provide several suggestions, namely:

- a. It is expected that the public must be more careful when participating in online arisan, basically the organizer and members of the arisan must be clear. By having complete identity and agreement made by both parties must be binding to a valid agreement in the articles contained in the Civil Code, as well as the ITE Law. In addition, it must use strong evidence if at any time a dispute occurs so that it can be more easily proven.

- b. If the arisan is carried out electronically and via social media, there is nothing wrong with making it in writing the rights and obligations and the determination of fines or legal efforts taken if there is a default so that incidents like this do not happen again and it is hoped that the public is encouraged to open their horizons before deciding to join an online arisan, there needs to be readiness and attention to all aspects, especially the legal aspects that apply in the online arisan, there needs to be vigilance before joining.
- c. Be careful in making agreements/deals with other parties, know in advance the personality of the parties who will agree, so as to minimize the occurrence of default. Especially for agreements that contain large nominal values.

REFERENCES

- Adolf, Huala. Hukum Penyelesaian Sengketa Internasional, (Jakarta : Sinar Grafika, 2004),
- Amiruddin dan Zainal Asikin. Pengantar Metode Penelitian Hukum. Jakarta : PT Raja Grafindo Persada. 2012.
- Badruzaman, Mariam Darus. Aneka Hukum Bisnis. Bandung: Citra Aditya Bakti. 2001. Kompilasi Hukum Perikatan. Bandung: PT. Citra Aditya Bakti. 2001.
- Budiono, Herlien. Ajaran Umum Hukum Perjanjian dan Penerapannya dibidang Kenotariatan. Bandung: Citra Aditya Bakti. 2009.
- Chairun Pasaribu dan Suharawardi Lubis. Hukum Perjanjian dalam Islam. Jakarta: Sinar Grafika. 1996.
- Fuady, Munir. Pengantar Hukum Bisnis. Bandung: PT Citra Aditya Bakti. 2012.
- H S, Salim. Hukum Kontrak, Teori & Tehknik Penyusunan Kontrak. Jakarta: Penerbit Sinar Grafika. 2003. Percancangan Kontrak dan Memorandum of Understanding (MoU). Jakarta: Sinar Grafika. 2007
- Harefa, Billy Dicko Stepanus. "Kekuatan Hukum Perjanjian Lisan Bila Terjadi Wanprestasi (Studi Putusan Pengadilan Negeri Yogyakarta Nomor 44/PDT.G/2015/PN.YYK)", Jurnal Private Law Nomor 2, Desember 2016.
- Johannes Ibrahim dan Lindawaty Sewu. Hukum Bisnis Dalam Perspektif Manusia Modern. Jakarta: Refika Aditama. 2004.
- Kartini Muljadi dan Gunawan Widjaja. Perikatan yang lahir dari Perjanjian. Jakarta: PT. Raja Grafindo Persada. 2003. Perikatan Pada Umumnya, (Jakarta: Raja Grafindo Persada, 2004).
- Kementerian Pendidikan dan Kebudayaan. Kamus Besar Bahasa Indonesia
- Khairandy, Ridwan. Iktikad Baik Dalam Kebebasan Berkontrak Cetakan Ke- 2. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia. 2004
- Kitab Undang-Undang Hukum Perdata

- Lidya Puspita & Ariawan Gunadi, "Analisis Kekuatan Hukum Perjanjian Lisan Arisan Online Yang Menggunakan Media Aplikasi Facebook Messenger Dalam Pembuktian di Pengadilan ditinjau dari Undang- Undang Informasi dan Teknologi Elektronik Nomor 11 Tahun 2008", Jurnal Hukum Adigama, Volume 2 Nomor 2, Desember 2019.
- Maharani, Septian Dwiputri. Manusia Sebagai Homo Economicus: Refleksi atas Kasus-kasus Kejahatan di Indonesia. Jurnal Filsafat. 1 Februari 2016.
- Margono, Suyud. Alternative Dispute Resolution dan Arbitrase, (Jakarta: Ghalia Indonesia, 2000)
- Marzuki, Peter Mahmud. Penelitian Hukum. Jakarta: Prendamedia Group. 2005.
- Masjchoen, Sri Sofwan. Hukum Jaminan di Indonesia, Yogyakarta: Liberty, 1980.
- Mertokusumo, Sudikno. Mengenal Hukum (suatu pengantar). Yogyakarta: Liberty. 1988.
- Miru, Ahmadi. Hukum Kontrak dan Perancangan Kontrak, (Jakarta: Rajawali Pers, 2007.
- Muhammad, Abdulkadir. Hukum Perdata Indonesia. Bandung: PT. Citra Aditya Bakti. 2014.
- Hukum Perikatan. Jakarta: Citra Aditya Bakti. 1990.
- Rahardjo, Satjipto. Ilmu Hukum, Bandung: Citra Aditya Bakti. 2008
- Rahmadi, Takdir. Hukum Lingkungan Indonesia, Jakarta: Raja Grafindo Persada, 2011
- Rahmawati. Trend Arisan Online di Kota Tanjungpinang. Tanjungpinang: Skripsi Fak. Ilmu Sosial dan Ilmu Politik Universitas Maritim Raja Ali Haji. 2019.
- Rusli, Hardijan, Hukum Perjanjian Indonesia dan Common Law Jakarta: Pustaka Sinar Harapan, 1996.
- Satrio, Hukum Perikatan Yang Lahir Dari Perjanjian Buku I. Bandung: Citra Aditya Bakti. 1995.
- Setiawan, R. Hukum Perikatan-Perikatan Pada Umumnya, Bandung: Bina Cipta, 1987.
- Sjahdeni, Sutan Remi. Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia. Jakarta: Institut Bankir Indonesia. 1993.
- Soedirokoenomo, Soedarso. Pengantar Hukum Perdata Indonesia, Jakarta: Yayasan Badan Hukum Fakultas Hukum Universitas Indonesia, 1970.
- Soekanto, Soejono. Metode Penelitian Kuantitatif. Bandung: Alfabeta. 2018.
- Soekanto, Soejono. Pengantar Penelitian Hukum. Jakarta : UI Press. 1984. Subekti. Aspek-aspek Hukum Perikatan Nasional. Bandung: Alumni. 1984.
- Sulistiyono, Adi. Budaya Musyawarah untuk Penyelesaian Sengketa Win- win Solution dalam Perspektif hukum, Jurnal hukum Bisnis, Vol. 25 No.1, 2006.
- Supramono, Gatot. Hukum Yayasan di Indonesia. Jakarta: Rineka Cipta. 2007.
- Sutarno. Aspek-aspek Hukum Perkreditan Pada Bank. Bandung: Alfabeta. 2003.

Tituk, Titik Triwulan, *Hukum Perdata Dalam Sistem Hukum Nasional*, (Jakarta : Kencana Predanada media Group), 2008.

Trianto, Djoko. *Hubungan Kerja di Perusahaan Jasa Konstruksi*. Bandung: Mandar Maju. 2004.

Undang-Undang Republik Indonesia Nomor 11 Tahun 2008 Tentang ITE.

Usman, Rachmadi. *Pilihan Penyelesaian Sengketa di Luar Pengadilan*, (Bandung: PT itra Aditya Bakti, 2003)

Wijaya, Gunawan. *Alternatif Penyelesaian Sengketa*, Jakarta: PT Raja Grafindo Persada, 2001.

Wynona, Agnes. *Penyelesaian Sengketa Lingkungan Hidup*, Jurnal Beraja Niti, Vol. 2 No.8 2013.

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