

# **WANPRESTASI DALAM PERJANJIAN WARALABA (*FRANCHISE*)**

## **(Studi Putusan Nomor 25/Pdt.G/2022/PN Srl)**

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### **ABSTRAK**

Penelitian ini dilaksanakan terhadap Putusan Pengadilan Nomor 25/Pdt.G/2022/Pn. Srl mengenai sengketa wanprestasi terhadap Akta Perjanjian Kerjasama Waralaba yang telah disepakati antara Penggugat dan Tergugat yang berbentuk akta autentik. Tujuan penelitian ini untuk menganalisis keabsahan akta perjanjian waralaba (*franchise*) dalam Putusan Nomor 25/Pdt.G/2022/Pn. Srl dan untuk menganalisis dasar pertimbangan Hakim dalam menetapkan Tergugat melakukan perbuatan wanprestasi dalam Putusan Nomor 25/Pdt.G/2022/PN Srl.

Metode pendekatan yang digunakan adalah yuridis normatif. Spesifikasi penelitian yang digunakan adalah deskriptif analitis dengan sumber data sekunder yang diolah menggunakan metode kepustakaan dan disajikan dalam bentuk teks naratif.

Hasil penelitian dan pembahasan mengenai keabsahan Akta Perjanjian Kerjasama Waralaba/*Franchise* Majelis hakim dalam putusan nomor 25/Pdt.G/2022/PN Srl menyatakan sah. Akta tersebut telah dibuat oleh dan dihadapan notaris yang telah menerapkan asas praduga sah dan prinsip kehati-hatiannya dalam proses pembuatan Akta dengan melakukan kewajibannya memeriksa Akta tersebut telah memenuhi syarat formil dalam Pasal 38 UUJN-P dan syarat materiil dalam Pasal 1320 KUH Perdata. Majelis Hakim dalam pertimbangannya tidak menguraikan secara rinci tetapi Akta Perjanjian tersebut telah cukup diteliti oleh Notaris yang membuatnya sehingga Akta Perjanjian Kerjasama Waralaba/*Franchise* telah memenuhi Pasal 1320 KUH Perdata. Alasan majelis hakim memutus perbuatan tergugat wanprestasi karena perbuatan tergugat yang tidak melaksanakan prestasinya untuk membayar *royalty fee* kepada penggugat. Majelis hakim seharusnya menambahkan Pasal 1238 KUH Perdata yang menjelaskan kapan Tergugat wanprestasi.

Kata Kunci : Wanprestasi, Akta, Perjanjian Waralaba

**DEFAULT IN FRANCHISE AGREEMENT**  
**(Study of Decision Number 25/Pdt.G/2022/PN Srl)**

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**ABSTRACT**

*This research was conducted on Court Decision Number 25/Pdt.G/2022/Pn. Srl regarding a default dispute against the Deed of Franchise Cooperation Agreement agreed between the Plaintiff and the Defendant in the form of an authentic deed. The purpose of this study is to analyze the validity of the deed of franchise agreement in Decision Number 25/Pdt.G/2022/Pn. Srl and to analyze the basis for the Judge's consideration in determining that the Defendant committed an act of default in Decision Number 25/Pdt.G/2022/PN Srl.*

*The approach method used is normative juridical. The research specification used is descriptive analytical with secondary data sources processed using the literature method and presented in the form of narrative text.*

*The results of research and discussion regarding the validity of the Deed of Franchise Cooperation Agreement The panel of judges in decision number 25/Pdt.G/2022/PN Srl stated that it was valid. The deed has been made by and before a notary who has applied the presumption of validity and the principle of prudence in the process of making a deed by carrying out his obligation to examine the deed has fulfilled the formal requirements in Article 38 of the UUJN-P and the material requirements in Article 1320 of the Civil Code. The Panel of Judges in its consideration did not elaborate in detail but the Deed of Agreement had been sufficiently examined by the Notary who made it so that the Deed of Franchise Cooperation Agreement had fulfilled Article 1320 of the Civil Code. The reason why the panel of judges decided that the defendant's actions were in default was because the defendant did not carry out its obligations to pay the royalty fee to the plaintiff. The panel of judges should have added Article 1238 of the Civil Code which explains when the defendant is in default.*

*Keywords: Default, Deed , Franchise Agreement*