



Legal protection in verbal agreement on chicken farming partnership in Klaten Regency

Muhammad Prabowosiwi¹, Suraji²

¹ Student of Master of Law Program, Faculty of Law, Sebelas Maret University, Surakarta, Indonesia

² Lecturer of Faculty of Law, Sebelas Maret University, Surakarta, Indonesia

Abstract

Verbal agreement is an agreement that are often used in business transactions in traditional societies. Especially in the cooperation of chicken farming partnerships between nucleus and plasma in Klaten Regency. One of the areas in Klaten district, the village of Tangkisan Pos, has its own uniqueness in carrying out its business cooperation, namely by making a verbal agreement. The implementation of verbal agreements is weaker when compared to written agreements, especially in the event of a dispute. Based on this, the purpose of the study was to determine the legal strength of verbal agreements and the legal protection of the parties in the partnership of chicken farms in Klaten Regency. In the discussion, the verbal agreement on this chicken farm partnership has legal force and is valid in the perspective of civil law if it does not conflict with the act of civil law 1320 article. The implementation of a verbal agreement is based on the principle of freedom of contract which gives the parties freedom to determine the form of the agreement. The legal protection of the parties in the verbal agreement on the partnership cooperation of chicken farms in Klaten Regency lies in the rights and obligations as a form of responsibility for the partnership cooperation and the government regulations as a reference in implementing the partnership.

Keywords: verbal agreement, partnership, chicken farm

Introduction

Humans in carrying out their business activities will make an agreement with their business partners. In societies traditional forms of agreement spoken often carried out by the parties. It is happening because of the habit that carried it down from generation to generation until now. Society traditionally in general more choose how practical in running their business, one of which is making agreements with partners His attempt is spoken. The essence of the agreement is an agreement that is followed by the meeting of the will of the parties to achieve a goal that has been agreed to provide benefit as much as possible for the parties. Agreement is one of the activities of the relationship of law, namely a relationship between an individual one with individuals that others in the community who organized and given due by law. Agreement is one of the relationships of law that often done in the social life in the community. Their objectives and interests to meet the needs of life are, first advance should be met will that they want. It's that became the basis of the primary to the agreement. By because it is, the principle of mutual trust is the basis to perform a treaty.

In traditionally an agreement occurred based on the principle of freedom of contract between the parties which have a position that is the same and trying to reach an agreement that is necessary for the agreement, through a process of negotiation between them. Agreement is an important condition that gives birth to a legal bond of agreement between the parties as stated in the act of civil law 1320 article. Besides must pay attention to the provisions that, in the making of the agreement also must understand the principles are contained in the legal agreements in general.

Law customary is a term that is given by the expert

knowledge of law in the time past to the group, reality and guidelines that regulate and organize the lives of the people of Indonesia. Expert knowledge of law at the time it saw that the people of Indonesia live in parts of life in order so that they live orderly to be guided on a rule that they make themselves (M. Koesno, 1979:122) ^[7]. When this law of custom is still in a period of growth, to provide understand the laws customary there are differences in opinion. And until currently is a term of law customary is still used as a term of technical juridical (Bushar Muhammad, 1994:1) ^[3]. Moreover, according to M Koesno, between the concepts of law west and legal customs have differences. In the law of the West, the individual is seen as a creature that is independent and free as well as having interests, and everyone will strive hard desire that can be fulfilled by a maximum. So, from that should the sanctions as a condition of bail that does not happen a violation of the rights of others. It is different with the concept of the law of custom, which saw the individual as part of society and have the nature of togetherness and communal were strong.

The principle of the law is the background behind the rules are concrete and are general, not a rule of law that concrete. Legal agreements embrace several principles that are contained in it, among others the principle of freedom of contract and the principle of faith well. A contract on basically just a form of formality of the interests of the subjective of the party who made it. Subjectivity of individuals here who really plays an important and dominant in the process of the birth of the agreement. In addition to the support of the freedom of contract is also involved therein. Freedom that prioritizes individual interests sometimes ignores the rights or interests of others. Freedom that is without limits and not in accordance with the guidelines that exist lead to various impacts negatively the accompanying.

Addition of it, the parties also can design the form of the agreement either in the form of oral or written, then the freedom of the will of the parties to express what only they wish and want to be loaded in clause agreement is an axiom that must be run as a corridor to ensure the parties feel the benefit of legal accommodation in proportionally (Muhammad Syjiful, 2015:69) ^[9]. This means that the form of an agreement must be built based on a consensus that is born of freedom of wills of the parties who want to perform a treaty.

Based on the principle of freedom of contract, then people may make or not make an agreement. The parties who agree will make a covenant, to determine any course that can be and not be included in clause agreement. The agreement is binding on the parties as a law. The beginning of the birth of the principle of freedom of contract due to the spread of the *Laissez-faire* school which was pioneered by Adam Smith in the economic field. The flow is wanted to prevent the influence or interference arms of government are excessive and constitute worship there been understood individualism (Ridwan Khairandy, 2003:21) ^[10].

About business, of course, business actors will enter into an agreement. Source major of the agreement in Indonesia is the Act of Civil Law. In its development, both in the development of sources of power of man and the development of institutional and business, the partnership is one of the strategies that can be adopted and selected. Partnership as a partnership has a pattern and have a value positioned in realizing a success of an attempt to implement a management style.

Partnership as a tangle of cooperation in the relationship business, either directly or not directly, which involves the business of micro, businesses small, business medium and attempt great that accompanied the coaching and development are carried out based on the principle of mutual need of, trust, strengthen and mutually beneficial. The principle is very necessarily seen coverage of the partnership is itself too widely in the form of the transfer of skills in the field of production, marketing, capital resources humans and technology. Partnership effort also is an instrument of cooperation which refers to the creation of an atmosphere of balance, harmony and skills are based on mutual trust between the parties that partnered with the embodiment of the synergy of partnership with the realization principles of these and uphold high ethics healthy businesses. The party in implementing the partnership has the position of law that is similar. Similar in the sense that the parties are binding treaty partnership has the status equal law to the rights of dam obligations that should be implemented as stipulated in the agreement (Cinde Semara Dahayu, 2020:2) ^[4].

In Indonesia, the partnership has been set up under Rule Government of Number 17 Year 2013 concerning the implementation of the Law No. 20 Year 2008 concerning the business of micro, small and medium-sized and the Law No. 20 Year 2008 concerning the business of micro, small and medium. In the rules it has set things on partnership, among other things: about the purpose of the partnership, the pattern of the partnership, the rights and obligations of the parties who perform the agreement of cooperation partnerships and mechanisms agreement partnership.

Agreement of cooperation partnerships occur between the two sides or more in which the parties that have agreed on the terms that have been made in terms of cooperation

partnerships to do something. In the act of civil law 1313 which states that a treaty is an act by which one person or more tie himself to one person or more. last Terms of validity of the agreement specified in the act of civil law 1320 article, which reads that occur approvals are legitimate, need to be met the four requirements, among others: the deal they were tying him, prowess to make an engagement, one thing certain and a cause that is kosher. The agreement recognizes the existence of a principle, namely the principle of freedom of contract. The principle of freedom of contract is a principle that gives freedom to the parties to make or not make an agreement, entered an agreement with anyone, determines the content of the agreement, implementation and requirements as well as determine the form of the agreement, which is written or not written or also called verbal agreement (Salim H.S, 2003:3) ^[11]. And in the act of civil law 1338 article states that an agreement that was made as a legitimate force as law for those who make it.

Verbal agreement is a legal according to the law, for example the case in the Yogyakarta District Court Decision Number 44/ Pdt.G /2015/ PN.Yyk. Regarding the default case, namely between Subagyo as the Plaintiff and Ary Kalista as the Defendant. Ary Kalista sued on the basis of already do default on the agreement orally were made by Ary Kalista and Subagyo. In defense of the Defendant did defense to argue that it does not ever make agreements spoken these? However, the Judge decided that the Defendant was in default (Billy Dicko Stepanus Harefa, 2016:1) ^[2]. That is, the Agreement spoken have the power of law to declare someone doing defaults during the agreement verbally that proved to have been made by the parties and has been in accordance with the term's validity of the agreement in the act of civil law 1320 article.

In general, the farmers in the Klaten district who do venture partnership will make an agreement in writing. But the uniqueness of the village Parry Post that perform agreement orally on cooperation partnership is based on habits of society countryside who do not want complicated and is based on the principle of mutual trust. Agreement this is a law that contains provisions which compel or *Dwingendrecht*, it means a deal the parties in the verbal agreement this should be adhered to, in terms of the requirements valid agreement that has been fulfilled. In accordance with the principle of *Pacta Sunt Servanda*, treaties spoken this also should provide protection law is automatic when the agreement is done and approved by the parties. So, it can achieve a sense of secure against the agreement were carried out by the parties. Subdistrict in Jogonalan itself there is a population of chickens around 73 878 head and in Tangkisan Pos is part of the area are very large potential for profit that is derived from the results of the business is. Moving on from the things that have been in to say above it appears the problem that was about to be analysed by the author. The formulation of the problem that is going to be studied and in the analysis by the authors, namely: 1) How is the power of law in the agreement of cooperation partnerships that? 2) What is the legal protection for the parties?

Research Method

The research method is a way of thinking to achieve the research objectives. Research may not be able to formulate, find, analyse, or solve problems without research methods

(Soerjono Soekanto, 2008:43) ^[13]. Research the laws are drafted by the authors is the study of law empirical or research non- doctrinal (sociological). The nature of the study of law is classified by descriptive and analytical, namely the study of law to determine and analyse the strength of legal agreements orally on the implementation of the cooperation partnership breeding chickens in the district of Klaten and the protection of the law for the parties who agreed to perform the agreement.

Finding and Discussion

The Legal Force of a Verbal Agreement on the Cooperation of a Chicken Farm Partnership in Klaten Regency.

An agreement is an event in which one party promises to the other, or where both sides of the mutual promises to implement something. In contract law, there are several principles that underlie the validity of an agreement. The principle of the agreement adheres to the principle of freedom of contract. According to Salim HS, the agreement is a relationship a relationship law between subjects that one with the subjects of law other in the field of property wealth, where the subject of law that one is entitled on the achievements and so are also the subject of law which is more obliged to carry out his achievements in accordance with what has been agreed (Salim HS, 2008:27) ^[12].

According to act of civil law 1313 article explains that an agreement is an act in which one or more legal subjects bind themselves to one or more other legal subjects. Then of the agreement is binding by law for the parties in it, to carry out the rights and obligations are defined and agreed upon in the agreement (I Ketut Artadi dan I Dewa Nyoman Rai Asmara Putra, 2010:52) ^[6]. According to the principle of freedom of contract which is described in act of civil law 1338 article that all the agreements that were made are legitimate, valid as the Law for the parties who make and agree to it. Then in act of civil law 1320 article, it is explained about the conditions for the validity of an agreement.

While the partnership business is a tangle of cooperation efforts are mutually beneficial inter businessman small with employer's medium and large, so it fosters a relationship of mutual need, benefit and strengthen (Adinda Prisca Anugerah dan Faizal Kurniawan, 2015:5) ^[1]. Cooperation partnerships breeding chickens in the district of Klaten in general is an agreement of cooperation partnerships in the form of writing. However, one of the villages in Klaten Regency, Tangkisan Pos Village, has its own uniqueness.

Based on the explanation above, the results of the study authors who conducted through interviews with some of the farmers in the district of Klaten, namely Tangkisan Pos between the nucleuses is Mr. Arif and the plasma is Mr. Spto on May 2, 2021, at 14.00 WIB. That the agreements were made between the breeder core plasma, and this is in the form of verbal agreement. The based principle on agreement is mutual trust and mutual require getting benefit together. In addition, the principle of good faith is also implemented in the agreement. In the implementation of the agreement, each party has 2 witnesses, then based on the agreement, an agreement is born.

The legal force of this oral agreement, according to the author's analysis, is a valid agreement according to the Civil Code. It thus, can be seen from the term's validity of agreement that contained in act of civil law 1320 article. By agreement they are binding themselves that the parties have

agreed to enter into an agreement in oral form. In the formation of said agreement contained elements of offer and acceptance. The agreement in principle is that there is a match between the offer and the acceptance. Namely the core breeders as financiers and plasma as executor of business cooperation. In technical agreement is done at home breeder core is in the village of Tangkisan Pos, subdistrict of Jogonalan, District of Klaten. In the agreement the agreement that there are several points agreed upon, among other things: that the core as investors full and partner businesses as plasma.

Then the skill, is the law of the parties have been capable to create engagement, which has sufficient age and not under guardianship. Subsequently, a case certain that referred to in act of civil law 1320 article is the obligation of the debtor and the rights of creditors. This means that the thing certain it is what that agreement, namely the rights and obligations of both sides of the parties, that the core as financiers full obliged to provide seed chicken, feed chickens and take the chicken result the harvest of its partners. And the plasma is obliged to provide the coop chickens, provide equipment which supports the enlargement of the chickens and raising chickens as well. Regarding the rights of the parties, namely that the profit sharing is the core party is entitled to 60% and the plasma party is entitled to get 40% of the profits during the harvest period.

An agreement will have a lawful cause if it fulfils two conditions, namely: the first condition which states that the purpose of the agreement has a proper or appropriate basis (*Redelijk Ground*). Terms were both declared that the agreement must contain a trait that is legitimate. And in the implementation of the agreement of partnership chicken is already meet the two elements mentioned.

Agreement spoken on cooperation partnership breeding chickens strengthened by freedom of contract which is a principle that is essential, both for the individual to develop themselves both in the life of personal and life social to more community, so some experts assert freedom of contract is part of the right to basic human that must be respected (Ery Agus Priyono, 2018:5) ^[5]. Referring to the Yogyakarta District Court Decision Number 44/ Pdt.G /2015/ PN.Yyk that the oral agreement on the cooperation of chicken farming partnerships in Klaten Regency, especially the Tangkisan Pos Village has legal force, and creates rights and obligations that must be fulfilled by the parties. Because the witness is evidence that legitimate when it occurs the problem to solve it either in litigation or non- litigation and has been regulated in the Article 139-152 and Article 162-172 of HIR, Article 165-179 and Article 306-309 of RBg, as well as Article 1895 and Article 1902 – 1908 of Civil Law regarding witness evidence. It is strengthening the force of law in the treaty this.

In conceptual, Pancasila as the ideal law of Indonesia, the implementation of faith in agreement orally on cooperation partnership breeding chickens have had a role important to realize justice in the law for the parties related. And give rise to legal consequences that can be justified in the perspective of Pancasila. The intention of both the stone test norm of law that exist for the parties to the agreement this.

It is to be done as an attempt to achieve justice in accordance with Pancasila, namely the precepts fourth that reads Populist who Led by Wisdom of the Consultative/ Representative on grain to 6 are expressed by faith good and a sense of responsibility accept and implement the results of

the decision of deliberation and precepts fifth that stated that the Justice social for the entire people of Indonesia on a point to 4 which has the meaning of every human being must respect the rights of others and give the opportunity to others to achieve their rights and grains to 10 that want their joint venture between citizens of countries in achieving society that is fair and prosperous, means to develop cooperation is an example to build a business together. In addition, honesty and propriety should be used as the basis for carrying out good faith in an oral agreement on this chicken farm partnership cooperation.

With the achievement of justice, the agreement orally on cooperation partnership breeding chickens in the District of Klaten will be able to run as it should, without harming any of the parties, because of the certainty of law the position of the nucleus and the plasma very close relationship and mutual need have in accordance with obedience to the law. Covenant, it also raises the consequences of the law that must be met, namely the rights and obligations of the parties. In addition, this verbal agreement was chosen by the parties because of the people's habits. Agreement oral this is a law that contains provisions which compel or *Dwingendrecht*, it means a deal the parties have adhered to, in terms of the requirements valid agreement also has been fulfilled. So, the agreement spoken this may according to the law and have the force of law, as that has been described above. The legal force of the law binding the oral agreement on the cooperation of the chicken farm partnership to the parties must look at the morals between individuals, trust, honesty, and good faith of the parties in carrying out legal actions. The oral agreement is acknowledged to exist and is valid according to law.

Legal protection for the parties

In basically, the concept of the protection of the law is a theory that is related to the provision of services to the community. According to the concept of legal protection, the law functions to protect the interests of humanity. For the benefit of humans are protected, the law should be implemented. The implementation of the law can take place normally, peacefully, but there can also be violations of the law. In this case the law that has been violated must be enforced.

M. Isnaeni who argue that at essentially the issue of the protection of the law was to be reviewed from the source can be differentiated into two (2) kinds of the protection of the law " external " and the protection of the law "internal" (Moch. Isnaeni, 2016:159) ^[8]. The essence of the protection of law internally, at essentially the protection of the law which is packed themselves by the parties, namely breeder chicken's nucleus and plasma when making the agreement, which at the time did the negotiations, both sides must accommodate the interests based on said agreement. Similarly, also all kinds of risks to be agreed together based on said agreement it anyway, so with the agreement that the parties are the core, and the plasma will obtain protection of the law of balanced upon approval of their joint. While the protection of law externally is that made by the authorities through regulation for the benefit of the parties were weak, according to the nature of the rules of law are not allowed heavy door and be impartially, are proportionally too shall be given protection laws are balanced as early as possible to the other (Moch. Isnaeni, 2016:163) ^[8]. This means that in the implementation of the agreement orally on cooperation

partnership ranch chicken is according to the Code of Law Civil which is a regulation that was made by the government, the parties already meet the requirements validity of the agreement and the agreement of the parties as well be law for them that are doing agreement. The Government through regulations that have provide protection for the people especially the breeder chickens in the District of Klaten namely village Tangkisan Pos who has agreed to do a deal of business partnerships are spoken.

Based on the explanation above, the legal protection of the parties in the oral agreement on the cooperation of chicken farming partnerships in Klaten Regency is the rights and obligations of each party as well as regulations from the government as a reference in the implementation of the partnership. In the implementation of the core is Mr. Arif has provide protection law by way of giving the capital a business, conduct guidance and supervision to the plasma, namely Mr. Sapto in accordance with the regulations in the partnership. In essentially the plasma does not have the value of bargaining that strong, but it risks the plasma has a level of risk higher for acting as a financier. But so agreement cooperation partnership breeding chickens is based on the principle of faith well then the parties mutually complementary in order to gain benefit together, this in accordance with the principle of partnership namely equality or balance, transparency, and mutual lucrative.

In connection with equality or equilibrium, the relationship of the parties that mutual respect, appreciate and believe in promoting equality covering their awards, liabilities, and bond emotionally with needed each other and complementary. The second relates to transparency, the parties are committed to avoid a sense of mutual suspicion by way of management and Transparency finance are clear although the principle of prudence should be implemented. All three are mutually beneficial, the parties committed to the activities of cooperative partnership effort chicken farm is aiming to earn profit together, meaning that the business is giving the benefit together. These three aspects are a manifestation of the principle of partnership by the parties. With such harmonization which has been created by the hand of this, the government has should support the entrepreneurs to get rights. Both through the ease of permits as well as guidance and supervision as a manifestation of the government's presence in this livestock business.

Conclusion

Based on the analysis and discussion of the data that the author has done, the conclusions can be drawn, namely:

1. The results of the study stated that the legal protection of the parties in the oral agreement on the partnership cooperation of chicken farms in Klaten Regency has legal force. This is since the parties have fulfilled the terms of the agreement and the elements of the agreement have been fulfilled. In making an agreement there are witnessed. The presence of these witnesses strengthens the legal force of the oral agreement on this chicken farm partnership cooperation. It is referring to in the Decision of the Court of Yogyakarta No. 44 /Pdt.G /2015 /PN.Yyk which in essence assembly judge decide that the Defendants are legitimate been doing defaults to the Plaintiff in the treaty spoken who has done by both sides parties. Consideration of judges are referring to the witness plaintiff which in principle managed to prove the defendant do default.

2. Protection of the laws of the parties in the agreement orally on cooperation partnership breeding chickens in the District Klaten is situated on rights and obligations as a form of responsibility in charge of cooperation of partnership and regulation of the government as a reference in the implementation of the partnership. In the implementation of the core is Mr. Arif has provide protection law by way of giving the capital a business, conduct guidance and supervision to the plasma, namely Mr. Sapto in accordance with the regulations in partnership namely Article 48 Regulation of Government Number 17 Year 2013. In essentially the plasma does not have the value of bargaining that strong, but it risks plasma parties have a high level of risk because they act as investors. But so agreement of cooperation partnership breeding chickens is based on the principle of faith well then the parties mutually complementary in order to gain benefit together, this in accordance with the principle of participant namely equality or balance, transparency, and mutual lucrative.

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