

Consignment legal requirements that implicate remove the engagement

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Abstract

This study aims to see the legal consequences resulting from the validity of a consignment in an engagement. This research is a normative legal research with a descriptive type of research, namely by describing in a complete, detailed, clear, and systematic manner some of the aspects studied in legislation. The approach used is the statutory approach and the conceptual approach. The results of this study indicate that the validity of a consignment according to Article 1405 of the Criminal Code as the cause of the abolition of an agreement basically does not automatically cause the engagement between the debtor and creditor to be completely eliminated so that there is no legal relationship between them. As explained in the early part of the discussion, there is still the possibility of fulfilling obligations that must be carried out because of their reciprocal nature so that even though the debtor's obligations have been completed, the consignment still does not rule out the possibility of claims for fulfillment of rights by the debtor to the creditor so that the position is reversed. Initially the debtor then becomes a creditor because of his rights earlier.

Keywords: consignment, debtor, creditors, and engagement

1. Introduction

The term consignment comes from the Dutch language, namely *Consignatie*, which means depositing an amount of money or goods at the court for payment of a debt. The offer of payment which is followed by custody at court releases the original debtor by means that are lawful according to law^[1]. In civil law, consignment is defined as the deposit of money in the District Court, which is motivated by the relationship between debtors and creditors^[2]. In principle, consignment is one of the reasons for the termination of the contract as regulated in Article 1381 of the Indonesian Civil Code which reads:

Clear binding; due to payment; because of the offer of cash payment, followed by storage or safekeeping; due to debt renewal; because of a debt or compensation encounter; due to mixed debts; due to debt relief; due to the destruction of goods owed; due to cancellation or cancellation; because a condition for cancellation, which is regulated in Chapter I of this Book, comes into effect; and as it is past time, which will be arranged in a chapter itself.

In accordance with Article 1381 of the Civil Code, in its implementation the consignment requires a legal relationship that is born from an engagement, in Dutch it is known as *verbintenis* from the root word *verbidden* which means binding in which two people or two parties bind each other self. The thing that is binding between the two parties is a legal event which can be in the form of an act, event, and in the form of a situation, and the legal event creates a legal relationship^[3], where one party has the right to

demand something from the other party, and the other party is obliged to fulfill these demands^[4].

Article 1233 of the Civil Code states that an engagement is born because of an agreement or because of a law, which further according to Article 1234 of the Civil Code, the purpose of the engagement is to give something, to do something, or not to do something. As a result of the agreement, there is an obligation for one party who is generally called a debtor and makes the other party receive an achievement which is generally called a creditor. In an engagement, it is very common to find negligence from the debtor due to non-fulfillment of obligations, but it does not rule out the possibility that the creditor will then reject the debtor's performance as exemplified by Mariam Darus Badruzaman as follows:

"A borrows money at 10% interest from B and then A has the money to pay the debt, while B is not willing to accept the payment. So A is very interested in paying because he has suffered a great loss by paying interest continuously".

It is very unfair for a debtor to continue to incur losses by charging interest payments because the creditor does not want the debtor to carry out his obligations so that the law provides a solution for the debtor as regulated in the provisions of Article 1381 of the Civil Code. From the example given by Mariam Darus Badruzaman, it is very possible to make an offer of cash payment, followed by a deposit or deposit or in terms known as a consignment which in the Civil Code is regulated in the provisions of Article 1404 to Article 1412 which regulates terms - the terms of the consignment, this aims to provide protection to both debtors and creditors in the event of a dispute in the implementation of an engagement.

The meaning of conciliation in the Civil Code is the offering of a certain amount of money or goods which is then

¹ Naffi, Bagaimana Konsinyasi Menurut Pasal 1404 -1412 KuhPerdata, Artikel dimuat di Badilag Mahkamah Agung Republik Indonesia Direktorat Jenderal Pegadilan Agama

² Tami Rusli, Analisis Pelaksanaan Konsinyasi Ganti Rugi Pada Pengadaan Tanah, Jurnal Keadilan Progresif, Vol. 9, No. 1, Maret 2018, hal. 18

³ Abdulkadir Muhammad, Hukum Perdata Indonesia, (Bandung: Citra Aditya Bakti, 2010), hlm.229

⁴ Subekti, Hukum Perjanjian (Jakarta: PT Intermedia, 2010), hlm.1

followed by depositing an amount of money or goods at the court for payment of a debt, which is different from the meaning of consignment in the world of commerce known as safekeeping of goods by the owner to another party. for sale, likewise with consignment in the process of land acquisition for the public interest as stipulated in Law Number 2 of 2012 concerning Land Acquisition for Public Interest, where the consignment in land acquisition for the public interest is not the result of an agreement.

Consignment which was initially only used to resolve disputes between debtors (indebted) and creditors (who owed) on the grounds that the creditor violated an agreement or agreement in the form of no longer accepting the agreed amount of money, but recently consignments are no longer used in cases of accounts payable, but also used in matters of fulfilling rights and obligations. This means that according to the law (including court decisions) are required to pay a certain amount of money to those entitled, but because those entitled to refuse to accept it, so the person who is obliged to deposit the money in court ^[5].

For this reason, this study will focus on the subject matter of the validity of the consignment and the abolition of the agreement as a result of the validity of the consignment in the scope of civil law and will not discuss consignment in the world of trade or consignment in the scope of land acquisition for development for public interest as referred to in Law Number 2 of 2012 concerning Land Acquisition for Development for Public Interest, taking into account some expert opinions regarding consignment in the scope of land acquisition for development in the public interest cannot be interpreted as a consignment agency. The concept of consignment according to Ali Sofwan Husein as followed by Rizky Amalia ^[6], as follows:

“The practice of consignment in land acquisition is actually not justified by law because the consignment agency requires a prior legal (civil) relationship between the parties before the money is deposited (consigned) in court”.

Pendapat yang sejalan diungkapkan oleh Maria S.W. Sumardjono mengenai lembaga konsinyasi dalam penerapannya pada proses ganti rugi dalam pengadaan tanah bagi pembangunan untuk kepentingan umum sebagai berikut ^[7]:

“Conceptually, the use of a custodian for damages at the District Court is wrong, article 1404 of the Civil Code regulates that the institution for offering payment is followed by custody at the District Court based on a civil relationship between the parties that originates from a debt relationship. Land acquisition is a legal act by the government to acquire land which falls within the realm of administrative law. To obtain land from land rights holders, the government provides compensation. It is clear that the relationship between the government and the holders of land rights is not a civil debt relationship”.

Furthermore, Marni Emmy Mustafa provides an explanation in her article regarding the implementation of the consignment in relation to the object of her achievement as

follows ^[8].

“Offers of cash payments followed by safekeeping may only be made in an agreement in the form of payment of an amount of money, or an agreement that delivers a movable object, so that in an agreement where the object of achievement does or does not do something, or in leveraging immovable objects, it is impossible for consignment to be carried out.”.

2. Research Methods

The research methodology used in discussing the problems raised in this article is normative legal research methodology. This research will use library research methods or library research. Regarding this kind of research, it is usually called Legal Research or Legal Research Instruction. Legal research of this kind does not recognize field research because it is researched on legal materials so that it can be said to be library based, focusing on reading and analysis of the primary and secondary materials. This type of research is a descriptive type of research, namely by describing in a complete, detailed, clear, and systematic manner some of the aspects examined in legislation. The approach used is the statute approach, which is an approach with legal regulations related to the legal requirements of the consignment and the abolition of the engagement accompanied by a conceptual approach, namely approaches to find out the alternative juridical concept of dispute resolution in the engagement. For this reason, the author will present an analysis of problems that arise regarding how the validity of the consignment and the termination of the engagement because the consignment request is granted. It is very important for the author to discuss this issue considering that there are not many authors who describe the legal requirements of the consignment and the legal consequences that arise in the scope of civil law, which is also expected to provide references ^[9].

3. Discussion

Before discussing the validity of a consignment and the abolition of an engagement as a result of the validity of the consignment, it is necessary to examine what agreements I may request for consignment considering there are several opinions in some literature that are not in line with the author's opinion, where there are several opinions which state that only the type of engagement according to its content is to provide something that can be filed for consignment.

A bond according to Book III Article 1233 of the Civil Code is born both because of approval and good because of the law and according to Article 1234 of the Civil Code, an engagement is to give something, to do something or not to do something. So when referring to the provisions of Article 1233 and Article 1234 of the Civil Code, then according to the source the types of engagement are divided into:

1. An agreement due to an agreement, for example: a sale and purchase agreement, lease, exchange and

⁵ Masrum M Noor, Konsinyasi Di Pengadilan Agama, Artikel: Direktorat Jenderal Peradilan Agama, Februari 2013, hal 3

⁶ Rizky Amalia, Perlindungan Hukum Bagi Pemegang Hak Atas Tanah Dalam Penetapan Ganti Rugi Terkait Dengan Pengadaan Tanah Untuk Kepentingan Umum, Yuridika: Volume 27 No 3, September-Desember 2012, hal 275

⁷ Maria S.W. Sumardjono, Tanah Dalam Perspektif Hak Ekonomi Sosial Dan Budaya,

⁸ Marni Emmy Mustafa, Penawaran Pembayaran Tunai Dan Konsinyasi Di Pengadilan Untuk Pengadaan Tanah Bagi Kepentingan Umum, Artikel, Medan: Pengadilan Tinggi Sumatera Utara, 2012, hlm. 11

⁹ Iswanto, Rian Saputra, Anggo Doyoharjo, and Resti Dian Luthviati, The Effectiveness of the Supervision of the Prosecutor's Commission in Indonesia, Pena Justisia: Media Komunikasi dan Kajian Hukum, Vol 19, No 2, December 2020. hlm 114

- borrowing; and
2. A commitment due to the existence of a law, for example: the obligation of parents to support their children, engagement due to illegal actions that cause compensation.

As for the contents, the types of engagement are divided into

1. An agreement to give something, for example buying and selling, exchanging, renting.
2. Commitments to do something, for example building buildings, clearing land, making works of art.
3. An agreement not to do something, an example of an agreement not to market goods, so as not to build a fence.

Furthermore, in Article 1352 of the Civil Code, it is stated that an agreement which is born because of the law can arise

1. From statute to law: or
2. From the law as a result of people's actions.

Furthermore, in Article 1353 of the Civil Code, it is stated that an agreement which is born from a law as a result of an act of a person, arises from

1. An act which is legal; or
2. From acts that violate the law

From the types of engagement mentioned above, in the author's opinion, in principle, the engagement gives rise to the performance of obligations and vice versa also gives rise to the right to collect, both the type of engagement according to its source and the type of engagement according to its content, however it needs to be distinguished in relation to the implementation of the obligation and the right to collect it when viewed from the element of willingness of the party implementing it. In the case of an engagement arising from an agreement, then this element of will is no longer taken into account and tends to be forced, in contrast to the implementation of obligations arising from a law, the party who has the obligation may avoid carrying out the obligation if he does not want to. do so because of a choice, for example the heirs' obligation to pay their debts, in this case the heirs may not want to pay the heirs' debt payments because the heirs did not receive the inheritance in a pure manner.

So, in the type of engagement that originates from an agreement, consignment efforts can be made because there is a coercive nature in its implementation, but the type of engagement originating from law can not only be consigned depending on the choices made by the parties involved in it. Then, although the consignment arrangement does not expressly limit the application in the implementation of the termination of the engagement in relation to the type of engagement according to its contents, this also applies to the right to apply for consignment, even though the words "owed" and "owed" in the sound of Article 1404 of the Book of Law. The Civil Law is generally defined as a creditor and debtor, but we can also think logically about how the implementation of the abolition of an agreement which contains the obligation to surrender something, do something or not do something, as well as the right to apply for consignment, for that. let us examine it as a whole. In principle, based on the provisions of Article 1404 of the

Civil Code which reads "... If the debtor refuses payment ..." and vice versa "... the debtor can make payments", then a sentence if a debtor refuses payment and vice versa, can be interpreted as an obligation for one party to another party, in this case the author defines it as either a debtor to a creditor or vice versa depending on the type of engagement according to its content ^[10], to surrender something or otherwise receive a payment ^[11]. The objects in question here are moving objects ^[12] and it is not possible in the case that the contract is immovable objects ^[13]. The key sentence is "moving objects" which in the opinion of R. Setiawan said that: ^[14] "an offer of payment followed by a deposit, is only possible on an engagement to pay a sum of money or deliver goods". Likewise as expressed by Ridwan Syahrini, namely: ^[15] "only regarding agreements whose achievement is in the form of "giving movable property", the law does not regulate what if what is given is in the form of immovable property.

This is according to R. Subekti's opinion: "In only one case, the law does not provide assistance, that is, in the event that must be surrendered, it is an immovable object. If the buyer does not like to receive this item, the law does not provide a means of carrying out a name reversal which could be considered a transfer of title to the buyer. The seller can at most ask the judge to determine compulsory money to encourage the buyer, so that he likes to help reverse the name of the land he bought".

From the above explanation it can be concluded that a consignment can be made in the event that the agreement according to its content is to deliver goods which are movable in nature and do not allow for the delivery of immovable goods, besides that it is also necessary to be seen from the nature of fulfilling obligations. and the right to collect which demands the parties involved in it to actively fulfill it. Since the object of consignment in accordance with the aforementioned explanation is only the delivery of movable objects and what allows for an offer to be made, all of which can be calculated in value in money and the active

¹⁰ In the type of agreement which according to its content is to give something, the word owed here can be interpreted as a creditor because he has the right to collect for the achievements he has given and conversely the word owes can be interpreted as a debtor because he has received an achievement, but in the type of engagement according to the content is to do something, the word owed here can be interpreted as a debtor because he has an obligation to pay for the achievements he has received and otherwise the word owes can be interpreted as a creditor because he has the right to collect for the achievements he has given..

¹¹ The word payment in the sentence of article 1404 of the Civil Code Kitap is currently defined as money which in accordance with Article 1 number 2 of Law Number 7 Year 2011 concerning Currency states that money is a legal means of payment.

¹² Sri Soedewi Machjoen Sofwan distinguishes the calcification of moving objects into between them, moving objects due to their nature, according to Article 509 Kitan of the Civil Code are objects that can be moved, for example a table, or can move by themselves, for example: livestock and moving objects due to statutory provisions according to Article 511 of the Civil Code are rights over movable objects, for example: right to collect proceeds from movable objects, rights to use movable objects, shares from NV and others..

¹³ Sri Soedewi Machjoen Sofwan distinguishes between immovable objects according to the nature of the land and everything that is located on it, immovable objects due to their purpose, for example machine tools used in factories, immovable objects according to statutory provisions, this is in the form of rights immovable objects, for example, rights to collect proceeds from movable objects, usage rights over immovable objects, mortgages.

¹⁴ R. Setiawan, Pokok-Pokok Hukum Perikatan, cet. 4, Bandung: Bina Cipta, 1987, hal 113

¹⁵ Ridwan Syahrini, Seluk Beluk Dan Asas-Asas Hukum Perdata, Bandung: Alumni, 1992, hal.290

nature of their fulfillment, then in relation to the type of engagement according to its content, the author is of the opinion that the type of agreement to give something, and the type of commitment to do something can all be requested for consignment, because in the opinion of the author, in general, the object of the agreement is movable objects and can be calculated with the value of money and the nature of activity in its fulfillment. It is different with the type of engagement to not do something, according to the author, it is not possible to request a consignment because of its passive nature in fulfilling its rights and obligations.

After we understand about what types of engagement it is possible to apply for a consignment, to fulfill the validity of the consignment we need consignment conditions, namely material terms and formal requirements. Material requirements are requirements regarding the object and subject in the engagement which are to be written off by consignment. It can be said that a consignment occurs if previously preceded by an agreement. As for formal requirements, are requirements regarding objects and subjects related to the procedure for implementing the consignment itself, both in the cash payment offering stage and in the storage or custody stage^[16].

Regarding objects and subjects that are Material requirements as a validity condition of the cash payment offer followed by storage or safekeeping, they can be grouped and described as follows:

1. Regarding the object in the engagement to be written off by consignment:

a. There is a bond.

This is in accordance with the provisions of Article 1381 of the Civil Code, in which the abolition of an engagement is partly due to a cash offer followed by a deposit or custody. So it is impossible to apply for a consignment if there was no prior engagement.

b. The time has come if it is for the benefit of the debtor.

Article 1405 paragraph (4) of the Civil Code requires that the offer be valid, for the benefit of the creditor if the delivery of an object has been determined in the agreement and the time has come to be implemented and c. Article 1405 paragraph (5) of the Civil Code regarding the conditions for making a debt have been fulfilled.

Because there is a shift in the meaning of consignment at this time where the term debt in Article 1404 of the Civil Code is no longer interpreted as a debt agreement, the word debt here is defined as all the rights attached to one party and all the obligations attached to the party. other. A simple example of the terms of debt has been fulfilled in civil law, that the agreement is not a gambling debt or a debt that has a background of violating the norm of morality or public interest.

2. Regarding the subject in the engagement to be written off by way of consignment:

a. That the offer is made to someone who is in debt, or to someone in power to accept it for him.

Article 1405 paragraph (1) of this Civil Code means that the offer can only be made to a party who according to the agreement is the party entitled to receive payment or to whom he (creditor) has authorized for it. The same is in accordance with Article 1385 of the Civil Code:

"Payment must be made to the creditor or to a person who is authorized by him, or also to a person who is authorized by a judge or by law to receive payment for the creditor. Payments made to a person who does not have the power to receive for the creditor, are valid as long as the matter is approved by the creditor or clearly beneficial to him"

This requirement does not preclude the possibility for the debtor to submit an offer provided that the intended party is the creditor himself or the party authorized to do so either by the creditor himself or by the judge or by law, also to parties who are not in power as long as the creditor agrees or has benefit from it.

b. That the offer is made by a person in power to pay.

According to the provisions of Article 1405 paragraph (2) of the Civil Code, the bid must be made by a competent person (debtor) or who according to the law is the party who according to the agreement has the right to make payments. Unlike the parties referred to in Article 1405 paragraph (1) where what is meant by the parties in paragraph (1) is the party owed or authorized, it seems that Article 1405 paragraph (2) limits the definition of parties entitled to bid are parties. which is clearly stated in the agreement, for example a second party or a third party as guarantor of debt as long as there really is an agreement for that and which party will make the offer as stated in the agreement and it has been agreed by the parties. So it is impossible for parties that are not explicitly mentioned in the agreement to submit bids. This is in line with the opinion of R. Setiawan who stated that "Consignment agencies can only be used if previously there was a certain legal relationship between the creditor and the debtor"^[17].

Furthermore, regarding objects and subjects that are formal requirements as the validity conditions of cash payment offers followed by storage or custody are grouped and described as follows

1. Regarding the object in the engagement to be written off by consignment:

a. Moving goods.

Articles 1404 to 1412 of the Civil Code do not provide an understanding of what objects can be the object of an offer for cash payment accompanied by safekeeping, however it is not possible if the objects being deposited are immovable objects, This is as stated by Subekti regarding the validity of consignment only for movable objects, namely^[18]

"In order to give up ownership over an immovable object, a transport vehicle is required which is a bilateral deed, which must be carried out by two parties because it cannot be replaced by a judge's order."

Then when we refer to the meaning of money as referred to in Law Number 7 of 2011 concerning Currency, then regarding the payment at this time it must be interpreted here as money as stated in the provisions of Article 1 number 2 of Law Number 7 of 2011 concerning Currency, namely "Money is a legal means of payment".

b. Money, billed interest and fees that have been and will be fixed later.

Article 1405 paragraph (3) of the Civil Code requires that the offer be made by calculating the value of money, interest if any and costs for the offer and / or safekeeping, whether determined or the possibility of additional costs.

¹⁶ Wahyu Ibrahim, M. Yamin, Hasyim Purba, Rosnidar, Konsinyasi Dalam Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum, USU Law Journal, Vol.7. No.2, Juni 2019, hal 95-111

¹⁷ R. Setiawan, op.cit, hal 117

¹⁸ Subekti, Hukum Perjanjian, Jakarta: Intermedia, 1998, cet.17, hal. 27

2. Regarding the subject in the engagement to be written off by way of consignment:

a. Notary or Bailiff.

Article 1405 paragraph (7) of the Civil Code requires the formality of bidding in the consignment stage where an offer of payment has been made by the debtor to the creditor, namely by making and signing the Minutes of Offer signed by a notary or bailiff at the District Court accompanied by two witnesses who contains the receipt of the offer that causes the agreement to be canceled or the offer that results in the deposit being made at the District Court.

b. A person in power accepts it.

According to Article 1405 paragraph (1) of the Civil Code, if a person entitled to receive it then according to what has been agreed upon has given the power to another person to receive an achievement, in order to fulfill the formal requirements of the consignment the payment offer must be addressed to the party who is authorized to receive it. that.

3. Regarding other formal requirements in the engagement to be written off by consignment.

After we understand the material and formal requirements so that an offer and deposit is valid according to law, then we also need to know about the consignment stages so that we can answer problems and find out the valid consequences of a consignment application. In accordance with Article 1404 of the Civil Code, there are two stages in the implementation of the consignment, namely:

1. Offering cash payments; and
2. Custody in court, "provided that the creditor in this case has refused a payment".

From these two stages, the question arises here about whether the offer was made after the creditors' refusal of payment or whether the offer could be made immediately without any rejection from the creditor. R. Setiawan is of the opinion, that the consignment can be done even though there has been no rejection from the creditors^[19]

"... Article 1404, which reads 'if a creditor refuses payment, then the debtor can make a payment offer followed by a deposit', giving the impression that the payment offer can only be made after the creditor's refusal ... the provisions in this article do not require whereas for the payment offer to be valid there must first be a refusal from the creditor but only states that in many cases the payment offer occurs after the rejection. So the payment offer occurs after a refusal from the creditor".

The legal basis used by R. Setiawan in expressing his opinion is because Article 1404 does not require rejection from creditors in implementing the consignment. To examine R. Setiawan's opinion, let's think logically about the law that if there is no rejection from the creditor regarding the implementation of the debtor's obligations, why then the debtor submits another offer to the creditor. In normal conditions, someone who has the obligation to carry out something that has been agreed upon must be guided by the matters agreed in the agreement.

For example, according to the agreement, A is required to make a payment to B after A has received an achievement from B by transferring a certain amount of money to B at the designated bank account number, so that A then

processes the transfer accompanied by a notification to B that A has made a payment accompanied by proof of transfer and there has also been confirmation from Person B that the payment has been received. So because of that, the obligations and rights of the parties in question should have been completed according to the agreement.

If later, after person B receives notification of a payment from person A and because of something, then B denies that, for example, the amount paid is not in accordance with the will of A, then in this case there has been a rejection from Person B so that Article 1404 of the Book Civil Law Laws can be used as a solution to resolve disputes. This means that a consignment can only be carried out by a debtor if there has been a refusal from the creditor. However, under certain conditions, for example, when a creditor cannot be identified so that the debtor feels the need to protect his interests and avoid the possibility of a claim for negligence, the debtor can make a consignment.

Furthermore, regarding the stages of implementing the consignment, the Supreme Court provides guidelines for the implementation of the consignment^[20] namely:

1. The debtor submits an application regarding the offer for payment and safekeeping to the district court which includes the place where the payment approval must be made (the debtor as the applicant and the creditor as the respondent).
2. If there is no such agreement in sub a, then the application is submitted to the district court where the respondent (the personally indebted person) resides or the place of residence he has chosen.
3. Applications for consignment are registered in the application register.
4. The Head of the District Court orders the bailiff of the district court, accompanied by 2 (two) witnesses, as stated in a letter of determination to make an offer of payment to a private debtor at the residence or place of residence of his choice.
5. The bailiff accompanied by 2 (two) witnesses carry out the order of the Head of the District Court and set forth in an official report regarding a statement of willingness to pay (aanbod van gereede betaling).
6. The debtor is given a copy of the minutes.
7. The bailiff makes a notification report that because the debtor refuses payment, the money will be deposited (consigned) in the registrar's cash at the district court which will be made on the day, date and time specified in the report.
8. At the time specified in letter h, the bailiff accompanied by 2 (two) witnesses hand over the money to the district court clerk by stating the amount and details of the money to be kept in the treasury of the court clerk of the district as consignment money.
9. In order for the statement of willingness to pay followed by the deposit to be valid and valuable, it must be followed by the submission of a petition by the debtor against the defendant as the respondent to the district court, with a petition:
 - a. Declare valid and valuable offers of payment and deposit as a consignment.
 - b. Sentenced the Petitioner to pay court fees.

¹⁹ R. Setiawan, op.cit, hal 113-114

²⁰ Mahkamah Agung, Pedoman Pelaksanaan Tugas Dan Administrasi Pengadilan Dalam Empat Lingkungan Peradilan, Buku II, Edisi 2007, Mahkamah Agung RI, 2002, hal 104-106

After we understand the terms of the consignment validity, then regarding the legal consequences that result from the validity of the consignment for the parties, we can also follow the opinion of R. Setiawan as follows^[21]

“Offer of payment followed by deposit frees the debtor and acts as payment. The release resulted in: a. The debtor can reject the claim for compliance with the presentation, compensation or the cancellation of the reciprocal agreement from the creditor by presenting the offer and safekeeping, b. The debtor no longer owes interest since the day of deposit, c. Since depositing, the creditor bears the risk for the goods, and d. In a reciprocal agreement, the debtor can claim achievements from the creditor.”

The same thing was conveyed by Abdulkadir Muhammad in his explanation as follows:^[22] “The legal consequence of consignment is that the debtor has been deemed to have fulfilled his obligation to perform well. After that date he is free of interest payments. Any risk on the goods or money saved is the responsibility of the credit”. Article 1407 of the Civil Code determines the legal consequences for creditors with the validity of a consignment to bear the costs that have been spent to carry out the consignment, this too was agreed by Sudikno Mertokusumo who said:^[23]

“In principle, the defeated party must be sentenced to pay the cost of the case”, the party can claim the cost of the case, but even if not, because of his position the judge (ex officio) decides the burden”.

Although Article 1408 of the Civil Code states that, as long as what is deposited is not taken by the debtor, the debtor can take it back, in that case the people who are in debt and the guarantor of the debt are not released, but in Article 1409 The Civil Code states that the relief of the burden from friends in debt as well as the debt guarantor occurs when the request for consignment has obtained a Judge's decision which has permanent legal force and with that the offer he has made has been declared valid, but with consequences that the debtor is no longer able to retrieve the items deposited in court, even with the debtor's permission.

Furthermore, Article 1410 of the Civil Code states that the legal consequences of a consignment are as follows: “The friends in debt and the underwriters of the debt are released too, if the debtor since the day of notification, has exceeded one year, without denying the validity of the deposit”. Similar to the legal consequences for debtors, the difference only lies in the calculation of the liability waiver where the exemption from the debtor's outstanding performance obligations is calculated after the validity date of the consignment, while the release of liability for friends in debt and debt guarantor can only occur if one year has elapsed from the date of notification of bid determination. payment and safekeeping and there is no claim from the creditor regarding the implementation of the consignment. In essence, Article 1408, Article 1409 and Article 1410 of the Civil Code would like to say that, with the validity of the application for consignment, it will free debtors and fellow debtors who are in debt and underwriters from payment obligations to debtors on condition that one time has passed. years since the notification of deposit and there is no denial or lawsuit made by the creditor.

²¹ R. Setiawan, op.cit, hal. 116

²² Abdulkadir Muhammad, Hukum Perikatan, Cet 4, Bandung: Bina Cipta, 1987

²³ Sudikno Mertokusumo, Hukum Acara Perdata Indonesia, Yogyakarta: Liberty 1998, hal 186

This implies, in the event of a liability agreement where there are several debtors, the payment by one of the debtors will also free the other debtors from the obligation to pay. That was Subekti's opinion regarding the debt guarantee agreement:

“Whereas a debt underwriting agreement is an accessory agreement, namely the existence or existence of a maintenance agreement depends on the existence of a principal agreement, namely an agreement that is fully covered or guaranteed by the guarantee agreement.”.

Then when referring to Article 1411 of the Civil Code which reads:

“The debtor who has allowed the goods in safekeeping to be taken back by the debtor after the deposit is confirmed by a Judge's decision that has obtained absolute legal force, can no longer, to get the payment of his debt, use his privileges or mortgages attached to the receivables.”.

Based on Article 1411 of the Criminal Code, it can be said that there are consequences for the creditor in connection with a guarantee agreement, that he can no longer claim his right to ask for payment from the debtor for goods that are still under his control because he has given up his rights with his permission from the debtor. to retrieve the items which are deposited by him after a Judge's verdict has permanent legal force. Moreover, when referring to the legal nature of the agreement with a guarantee as a follow-up agreement, with the nullification of the principal agreement, the legal relationship between the debtor and the creditor is eliminated..

However, with the validity of a consignment which according to Article 1405 of the Civil Code as the cause for the termination of the agreement, does not necessarily cause the agreement between the debtor and creditor to be completely annulled so that there is no legal relationship between them. As explained in the early part of the discussion, there is still the possibility of fulfilling obligations that must be carried out because of their reciprocal nature so that even though the debtor's obligations have been completed, the consignment still does not rule out the possibility of claims for fulfillment of rights by the debtor to the creditor so that the position is reversed. initially the debtor then becomes a creditor because of his earlier rights. This is in line with R. Setiawan's opinion who said that:^[24] “The abolition of the engagement here should be interpreted as the elimination of the debtor's obligation to the creditor which binds the debtor as a reciprocal for the creditor's performance that has been received”.

4. Conclusions

The validity of a consignment which according to Article 1405 of the Criminal Code as the cause of the abolition of an engagement basically does not necessarily cause the agreement between the debtor and creditor to be completely annulled so that there is no legal relationship between them. As explained in the early part of the discussion, that there is still the possibility of fulfilling obligations that must be carried out because of their reciprocal nature so that even though the debtor's obligations have been completed, the consignment still does not rule out the possibility of claims for fulfillment of rights by the debtor to the creditor so that the position is reversed. initially the debtor then becomes a creditor because of his earlier rights.

²⁴ R. Setiawan, op.cit, hal. 115

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