



Agreement to Buy and Sell Fresh Fruit Bunches (FFB) of Oil Palm Between PT. Perennial Palm Mountain with Collectors in West Pasaman

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Abstract

An agreement can be carried out properly if the parties have fulfilled their respective achievements as promised without any party being harmed. but sometimes the agreement is not carried out properly due to a default committed by one of the parties or debtors. However, in practice, there are still irregularities outside the procedural regarding the sale and purchase agreement. Where there are deviations in the form of the way it is implemented. This is due to the fact that the party does not fulfill or neglects to carry out the obligations as specified in the agreement made between the buyers of PT. Gunung Sawit Abadi and Collectors as Sellers. The problems discussed in this thesis (1) How the Process of Making a Sale and Purchase Agreement for Fresh Fruit Bunches of Palm Oil Between PT. Gunung Sawit Abadi (GSA) With Collectors in West Pasaman? (2) How is the implementation of the agreement for the sale and purchase of fresh fruit bunches (FFB) of oil palm between PT. Gunung Sawit Abadi (GSA) with Collectors in West Pasaman? (3) How to Resolve If There Are Problems in the Implementation of the Palm Oil Fresh Fruit Bunches (FFB) Sale and Purchase Agreement between PT. Gunung Sawit Abadi (GSA) With Collectors in West Pasaman? The method used in this study is empirical research, the research results obtained are (1) conducting a meeting and then continuing to explain the things contained in the contract. At this stage the parties will conclude the rights and obligations of each party in the implementation of the agreement, will subsequently conduct negotiations. After the negotiations are completed, the Agreement is signed by the Parties (2) the implementation begins with the Pre-contract and the Execution of the contract/agreement. However, there was a Default committed by PT. Gunung Sawit Abadi (GSA) regarding not fulfilling its obligations for payments that are not in accordance with the agreement on the sale and purchase of palm oil FFB number 20 / SPJ / LEG-GSA / VII / 17 which makes the Collector suffer losses. (3) The settlement was taken by the parties, namely PT. Gunung Sawit Abadi (GSA) with collectors in overcoming disputes arising from the practice of buying and selling oil palm FFB is by way of deliberation and consensus. Deliberations are carried out in the spirit of openness, familiarity, and kinship.

Keywords: *Sale and Purchase Agreement; Palm Oil Fresh Fruit Bunches*

Introduction

National economic development is an effort to develop balance in order to create a just and prosperous society based on Pancasila and the 1945 constitution of the Republic of Indonesia. In carrying out these economic activities, economic actors, both government and private, legal entities or non-legal entities, which require cooperation as positions that can bring together the wishes and intentions of economic actors.

Basically, the contract starts from the difference or inequality of interests between the parties. In this writing, the author will write about the sale and purchase agreement for Palm Oil Fresh Fruit Bunches carried out between PT. Gunung Sawit Abadi with Collectors in Kinali West Pasaman. Palm oil sale and purchase cooperation contract agreement between the collector and PT. Gunung Sawit Abadi which gives rise to the rights and obligations of the parties in the implementation of the agreement is in accordance with the agreement that has been stated in the agreement and is also based on the rule of law contained in the Civil Code, especially the provisions on the sale and purchase agreement.

The interaction that occurs between investors and society (humans with each other) will certainly cause several consequences among them, including legal consequences. In order to protect its interests, it is necessary to have an agreement that aims to regulate the interaction with all legal consequences that will be caused in an agreement. Agreements made by new parties in the degree of giving rise to rights and obligations only, have not transferred property rights (ownership). In the law of treaties applies the principle of consensualism which means that a treaty is born at the moment an agreement is reached, the agreement is valid if it has agreed on the essential matters and there is no need for any formality.

In the process of an agreement for the sale and purchase of oil palm fruit between the collector as a seller and PT. Gunung Sawit Abadi as a buyer, the seller submits an application both orally and in writing. Then PT. Gunung Sawit Abadi as the second party determines or appoints the Collector as the first party, as a supplier of oil palm fruit to the second party. Thus, the collector must fill out the form given by PT. Gunung Sawit Abadi and the collecting party each have obligations, which are contained in the article of the oil palm sale and purchase agreement. The nature of the legal regulations of the agreement gives everyone the opportunity to enter into any agreement, to the extent that it does not conflict with the Law as mentioned in Article 1337 of the Civil Code. An agreement can be carried out properly if the parties have fulfilled their respective achievements as promised without any party being harmed. However, in practice there are still irregularities outside the procedural regarding the sale and purchase agreement.

In the agreement, there can be a default or what is called a breach of contract is the non-performance of prestation or obligations as appropriate imposed by the agreement on certain parties as mentioned in the agreement. The act of default brings contingencies to the arising of the right of the aggrieved party to prosecute the party who committed the default to provide damages. Forms of default such as non-performance at all, carrying out achievements but being late, carrying out achievements but not in accordance with what has been promised or debtors doing something that by agreement should not be done. When a debtor defaults on his agreement with the creditor, that is where the debtor's obligation of responsibility arises as a consumer. A creditor who is harmed as a result of the debtor neglecting to perform, the creditor can apply for cancellation of the agreement requested by the judge. The debtor's guilt here cannot necessarily be imposed sanctions because the debtor has the right to defend himself from sanctions because he is declared negligent.

That there is some form of default that occurs in the execution of the agreement. Where in the implementation of the sale and purchase agreement between PT Gunung Sawit Abadi and the Collector there is a delay in payers which has been stated in the contents of the agreement for the sale and purchase of oil palm fresh fruit bunches between the two parties, so that it can harm one party to the other.

Therefore, the author will discuss the agreement on the sale and purchase of oil palm fruit between PT. Gunung Sawit Abadi with Collectors in Kinali Pasaman Barat where the implementation of the oil palm sale and purchase agreement is a binding achievement, and also discusses the legal consequences of the oil palm fruit sale and purchase agreement carried out by both parties.

Based on the description above, it is interesting to conduct research in the form of scientific papers with the title: **"Agreement on the Sale and Purchase of Palm Oil Fresh Fruit Bunches Between PT. Eternal Palm Mountain with Collectors in Kinali West Pasaman."**

Research Methods

This research is a legal research (juridical research) which has a method that is different from other research. The legal research method is a systematic way of conducting research. In order not to get caught up in the mistakes that generally occur in legal research by imposing the use of empirical research formats in social science on normative research (juridical-normative), it is very important to know and find the type of research as a component of research methods. Because, accuracy in research methods will greatly affect the process and results of a legal research.

In this study, the written legal materials used are the clauses of the palm oil sale and purchase agreement, the law of the sale and purchase agreement as contained in the Civil Code, literature and scientific papers related to the discussion in this study, which are used as guidelines to produce answers that are in line with the problems discussed in this study. Drawing conclusions is carried out using the deductive logic method, namely drawing conclusions starting from general matters (legal rules contained in the Civil Code) to matters of a special nature of the agreement for the sale and purchase of oil palm fresh fruit bunches between PT Gunung Sawit and the Collector.

Research Result

Article 1457 of the Civil Code states that a sale and purchase is an agreement by which one party binds himself to give up a treasury, and the other party to pay the promised price. The selling party in this case is obliged to hand over the treasury it owns to the buyer and the buyer is obliged to pay the price of the treasury based on the agreed agreement.

The provisions of Article 1458 of the Civil Code stipulate that the agreement between the seller and the buyer in terms of the object to be traded and also the price is a legally valid sign that the sale and purchase agreement is deemed to have occurred, even though the object being traded has not been handed over by the seller to the party the buyer and the price of the object have not been paid by the buyer to the seller.

A deed is a letter or writing in the form of a formal document. According to Abdullah Hasan, a deed is a written statement that is the will of the parties made by a person or by interested parties with the intention to be used as evidence in the Article of law. The sale and purchase agreement can be carried out in the form of a deed under the hand and can also be made in the form of an authentic deed. The making of an authentic deed of sale and purchase agreement is made by a public / general official in this case is a Notary The sale and purchase agreement can be done in the form of a deed under the hand and can also be made in the form of an authentic deed. The making of an authentic deed of sale and purchase agreement is made by a public / general official in this case is a Notary. Regarding the risks in buying and selling in the Civil Code (BW) regulated in Articles 1460, 1461 and Article 1462 of the Civil Code (BW).

That the goods being traded, from the moment of purchase (at the closing of the sale and purchase agreement) are at the expense of the purchase even though the delivery has not been made and the seller has the right to demand the price. Basically, the agreement for the sale and purchase of fresh fruit bunches (FFB) of oil palm between PT. Gunung Sawit Abadi (GSA) with the Collector (Mr. Jakim) first entered into an agreement. The form of an agreement for the sale and purchase of oil palm fruit bunches between PT. Gunung Sawit Abadi (GSA) and Pengepul (Mr. Jakim) were made in written form with the title "Letter of Agreement for the sale and purchase of oil palm fresh fruit bunches (FFB) between PT. Gunung Sawit Abadi (GSA) with The Collector (Mr. Jakim). The agreement to buy and sell fresh fruit bunches (FFB) of oil palm has No. 20/SPJ/LEG-GSA/VII/17.

Based on the valid terms of the agreement specified in Article 1320 of the Civil Code, if it is related to the sale and purchase agreement between PT. Gunung Sawit Abadi (GSA) and the collector whose first condition is, agreeing with those who bind themselves, the legal relationship that occurs between PT. Gunung Sawit Abadi (GSA) and the collector begin with the agreement reached in the agreement to buy and sell fresh fruit bunches and occurs without any element of negligence, coercion or fraud, but based on the will of the parties.

The implementation of the sale and purchase of FFB between PT. Gunung Sawit Abadi and collectors in the implementation of the agreement are carried out in writing or under the hands of not registered with the authorized officials. Both parties, both the seller and the buyer, have agreed to enter into an agreement to buy and sell palm oil FFB from the collector Mr. Jakim. The palm oil FFB sale and purchase agreement mentioned above is carried out in a written agreement under the hand / deed under the hand in 7 (Seven) Articles, which contains:

Article 1 (one) regulates the subject matter of the palm oil FFB sale and purchase agreement between PT. Gunung Sawit Abadi (GSA) with Collector (Mr. Jakim), Article 2 (two) contains the Handover of palm oil FFB, Article 3 contains the criteria of palm oil FFB, Article 4 contains the price of palm oil FFB, Article 5 contains the payment of palm oil FFB, Article 6 contains other palm oil FFB, and Article 7 contains the cover of palm oil FFB stating that the letter of sale and purchase agreement is made for use by both parties as a FFB sale and purchase agreement and is made in two copies where the first sheet and the second sheet are stamped with a stamp of Rp.6000 and have the same legal force.

The Process of Making an Agreement for the Sale and Purchase of Fresh Fruit Bunches of Palm Oil Between PT. Gunung Sawit Abadi (GSA) With Collectors in West Pasaman is seen from the theorize legal certainty above where there is a pre-contract where the collector and PT. Gunung Sawit Abadi (GSA) held a meeting and then proceeded to the next stage, namely, preliminary research on related aspects, this was done to explain the matters contained in the contract. At this stage the parties will conclude the rights and obligations of each party in the execution of the agreement.

After that, the Parties who have received an explanation of the matters in the next agreement will enter into negotiations. The next stage is the formation of a cooperation agreement between PT. Gunung Sawit Abadi (GSA) With collectors regarding the sale and purchase of fresh fruit bunches of oil palm has shown that this agreement has met all the conditions for the validity of the agreement according to Article 1320 of the Civil Code.

This agreement has been strengthened by the parties. Thus, based on the theory of certainty The agreement between the parties that binds itself implies that the parties who make the agreement mutually agree on each other's will, which is born by the parties with no coercion, error or fraud. With the achievement of the agreement, it gives rise to a reciprocal obligation that is better known as achievement and becomes the rule and the implementation of the rule gives rise to legal certainty, a cooperation agreement for the sale and purchase of oil palm fresh fruit bunches that has been agreed upon by both parties. In Article 1338 of the Civil Code it also says "all agreements validly made are valid as laws for those who make them".

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