



Procedure for Buying and Selling Electricity between PT. PLN Jayapura Customer Service Unit with Customers

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Abstract

Electric power is a product that is included in the group of movable goods that are abstract and cannot be seen physically, but have an effect that can be felt. As a product that has a sale value, electricity buying and selling transactions have risks that need to be considered. Most people choose to subscribe to electricity at PLN to obtain a stable supply of electricity. This research uses normative and empirical juridical methods. The normative juridical approach refers to laws, literature, written regulations, or other legal materials that are secondary in nature, while the empirical juridical approach looks at realities directly on the ground. The results showed that the procedure for buying and selling electricity between customers and PT. PLN's Jayapura Customer Service Unit involves signing a Power Purchase Agreement (SPJBTL) to regulate the rights and obligations of both parties. Previously, customers had to report to PT. PLN to request the connection or distribution of electricity to newly constructed buildings. Furthermore, PT. PLN asks customers to fill out a registration form available on the official website of PT. PLN or with the help of officers/employees of PT. PLN. After registering online, customers must prepare additional documents such as application letters, photocopies of KTP, stamps, and photocopies of the nearest neighbor's electricity bills.

Keywords: *Procedures; Buying and Selling; Electric Power; Customers with PT. PLN Jayapura*

Introduction

The goal of National Development is to create a just and prosperous society. In achieving this goal, the role of electric power is very important and strategic. Therefore, efforts to provide electric power need to be continuously increased in accordance with development developments, so that sufficient and equitable electricity is available.

The provision of electricity must also be in line with the principles of regional autonomy and democratization in the life of the nation and state. Therefore, the role of government and society in the supply of electricity needs to be increased. Developments in all fields today lead to an increase in human needs. To meet these needs, many business places are engaged in business and industry.

To establish a place of business, various supporting factors are needed, one of which is a source of electrical energy. Currently, electricity is a basic human need in everyday life. The need for electricity is very important for household and educational needs, such as accessing the internet via a computer or other electronic device. Electricity is the main industry supporting the movement of a country's economy. Electricity is needed by humans to carry out their daily activities.¹

Currently, many products use or require electricity to meet primary and secondary needs. Therefore, the control and management of electric power is carried out by the State to create justice and provide prosperity and welfare for the people.

In order to provide optimal services and facilitate the use of electricity as well as meet the needs of the community in the procurement and expansion of the electricity distribution network so as to ensure the availability of adequate and equitable electricity for all levels of society, the government needs to make arrangements and arrangements regarding the implementation of national electricity by appointing Owned Enterprises. State (BUMN) called PT. State Electricity Company (PLN) to manage this. In Article 3 paragraph (1) of Law Number 30 of 2009 concerning Electricity, it is stated that the provision of electricity is controlled by the state with the implementation carried out by the Government and Regional Governments based on the principle of regional autonomy.

Even so, private companies, cooperatives, layers of society, and other agencies can still participate in the supply of electricity. The spread of customers in various regions creates its own challenges in the distribution of electric power to customers, so that technical handling is needed that is adapted to the conditions and geographical location of the area. Because the benefits of electricity are very important, the government has issued laws and regulations to regulate electricity issues, including technical aspects, regulation, implementation, and criminal sanctions for violators. With Law Number 15 of 1985 concerning Electricity, it is hoped that it can overcome problems that arise related to electricity.

The government has just issued a new regulation in the form of Law Number 20 of 2002 which discusses Electricity. However, the Constitutional Court decided to repeal the law because Articles 16, 17 and 68 were deemed inconsistent with the 1945 Constitution. As a consequence, Law Number 15 of 1985 concerning Electricity was reinstated. In addition, the Government also issued Government Regulation No. 3 of 2005 which amended Government Regulation No. 10 of 1989 concerning the Provision and Utilization of Electricity.

Article 1457 Burgerlijk Wetboek (BW) states that buying and selling refers to "an agreement in which one party promises to provide an item and another party to pay the agreed price." One of the conditions for making a valid agreement is the existence of a clear object, without a clear object, the agreement cannot be implemented. In the case of a sale and purchase of rights, the seller cannot impose obligations on the buyer.

Basically, electricity is also considered as a product, included in the group of intangible movable goods, invisible but the effect of which can be felt. Therefore, as a product, electricity is the object of a sale and purchase transaction which carries risks. Many people subscribe to electricity from PLN to get the electricity. The terms and procedures for subscribing to electricity indicate an agreement between the customer and the company. With this agreement, mutually bound rights and obligations arise between the customer and the state electricity company, and both have the will to fulfill the agreed performance.

Buying and selling occurs and is binding when an agreement is reached between the seller and the buyer regarding goods and prices as important elements in the sale and purchase agreement. When both parties agree on the goods and price, the agreement becomes valid and binding for both.²

¹ Avanti Fontana, Zainal Arifin, *19 Tahun Inovasi Ketenagalistrikan Indonesia PLN Berinovasi Untuk Indonesia*, PLN Research Institute, Jakarta, 2012, hlm 15.

² Abdulkadir Muhammad, *Hukum Perdata Indonesia*, PT Citra Aditya Bakti, Bandung, 2011, hlm 319

Method

This research uses normative and empirical juridical methods. The normative juridical approach refers to laws, literature, written regulations, or other legal materials that are secondary, while the empirical juridical approach looks at realities directly on the ground.

Result and Discussions

The parties involved in the sale and purchase agreement have rights and obligations that must be met. As a seller, you have the right to receive payment for the price of goods that has been agreed beforehand. However, if the buyer does not pay the purchase price, the seller can demand cancellation of the sale and purchase in accordance with the provisions of Articles 1266 and 1267. Meanwhile, the buyer's right is the right to receive the goods at the time of sale in accordance with Article 1481 of the Civil Code. Goods sold must be delivered in the same condition as at the time of sale and all proceeds belong to the buyer. The seller's main obligation is to deliver the goods and bear them in accordance with Article 1474 of the Civil Code.

Meanwhile, the main obligation of the buyer is to pay the purchase price at the agreed time and place in accordance with Article 1513 of the Civil Code. The price referred to in the sale and purchase agreement is an amount of money. If the price is in the form of goods, then the agreement is not a sale and purchase but an exchange. Likewise, if the price is in the form of a service, then the agreement is called a work agreement. Buyers also have the right to delay payment if they experience interference with the goods they have purchased.

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In implementing the electricity purchase agreement, there is a legal relationship between PT. PLN Jayapura Branch and the customer, which means that both are already bound in a purchase agreement. If one of the parties violates, both PT. PLN and the customer must be responsible for any losses that occur.

Therefore, it is important to make an agreement that regulates the rights and obligations of both parties, called the SPJBTL (Power Purchase Agreement), which must be signed and understood by both parties. This electricity purchase procedure begins with the customer coming/reporting to PT. PLN (Persero) to request the connection/distribution of electricity to the newly constructed building.

Furthermore, PT. PLN (Persero) asks customers to fill out a registration form which can be accessed on the official website of PT. PLN (Persero). Customers can fill it in themselves or be assisted by officers/employees of PT. PLN (Persero). After the customer registers online, he must also prepare additional documents such as an application letter, photocopy of KTP, stamp 6000, photocopy of the nearest neighbor's electricity account from the building that you want to install electricity on, and SLO (Operation Worthiness Letter). This SLO (Operation Eligibility Letter) is issued by PT. Konsuil and requires several procedures before being issued:

- a. A consumer tells PT. Consul regarding his request to inspect the electrical installation in a building which had previously been installed by an installer. Anyone can become an installer provided they have an understanding of electrical installations and the required certificates.

- b. After submitting the request, the consumer will be asked to fill out a form that includes the name, address, license approval number, date, rate, and required power. The rates in question are types of needs such as household (R), business (B), and social (S).
- c. After filling out the form, the consumer must pay an installation inspection fee (BPI) and issuance according to the rates applicable at PT. Consul. For example, for household needs with a power of 900 watts and 1300 watts, the cost is Rp. 60,000.00 and Rp. 95,000.00 respectively.
- d. PT. Konsuil will send officers to inspect the installation at the location requested by the consumer. If the installation meets safety standards, PT. Konsuil will issue a Certificate of Operation Worthiness (SLO). However, if the installation does not meet safety standards, PT. Konsuil will provide notification to consumers. After the installation was repaired, PT. The Consulate will conduct a re-examination. If the results meet safety standards, PT. Konsuil will issue SLO.

After all documents have been completely filled in by the consumer, PT. PLN will conduct a site survey to evaluate the situation and condition of the building within 1×24 hours. If the survey results from PT. PLN stated that the building is too far from the nearest power source, so the building cannot be connected to electricity because it could endanger the community and the surrounding environment.

If the survey results from PT. PLN stated that the building had complied with the procedure for installing electric power, so PT. PLN will approve the consumer's request to install electricity in the building. After the approval of the installation of electric power by PT. PLN, consumers must pay connection fees and also pay UJL (Subscription Guarantee Money).

Payments are not made directly to employees or employees of PT. PLN, but through PPOB (Paymant Point Online Bank) which means consumers make online payments directly to PT. PLN, either from the Bank, Post Office or places that provide it. After the payment is made by the consumer, PT. PLN and consumers sign the SPJBTL (Power Purchase Agreement) which contains an agreement between the two parties, rights and obligations, prohibitions and sanctions contained in the agreement.

After the signing of the SPJBTL was completed, PT. PLN will install/connect electricity to the building, and both parties will sign the minutes of electricity installation. After the power purchase agreement is executed, both parties must carry out the obligations as agreed in the agreement.

Conclusion

The procedure for buying and selling electricity between the customer and PT. PLN Jayapura Customer Service Unit involves an agreement that regulates the rights and obligations of the parties. This agreement is known as the SPJBTL (Power Purchase Agreement Letter) and must be signed and understood by both parties. Before the electricity purchase agreement procedure is carried out, the customer must report to PT. PLN to request connection or distribution of electricity to their new buildings. After that, PT. PLN asks customers to fill out a registration form available on the official website of PT. PLN or can be done directly with the help of officers/employees of PT. PLN. After customers register online, they also have to prepare additional documents such as application letters, photocopies of ID cards, stamps, and photocopies of the electricity bills of the closest neighbors of the building where electricity is to be supplied.

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