



## Analysis of legal responsibility in the rice procurement cooperation contract between Perum BULOG Medan branch office and CV. agromas persada in 2023

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### Abstract

This study aims to analyze the legal responsibilities in the rice procurement cooperation contract between Perum BULOG Medan Branch Office and CV. Agromas Persada in 2023. In the context of the rice procurement business, this study highlights the importance of understanding the legal aspects related to cooperation contracts between the parties involved. The research methods used are document analysis and literature study to evaluate contract provisions and relevant legal frameworks. The results show that various aspects of legal responsibility must be considered, including obligations, rights, dispute resolution, as well as legal implications that may arise from breach of contract. In conclusion, this study underscores the importance of a deep understanding of legal responsibility in the context of rice procurement cooperation contracts and emphasizes the need for careful handling in establishing contract terms to prevent future conflicts. Thus, a better understanding of the legal dynamics in rice procurement cooperation contracts can help the parties involved to effectively manage risks and achieve mutually beneficial cooperation goals.

**Keywords:** Legal liability, cooperation contract, rice procurement, perum BULOG

### Introduction

Rice is the main food consumption commodity for the people of Indonesia. Most of the Indonesian population consumes rice every day as a staple food (Sundari, 2015)<sup>[34]</sup>. The availability and price stability of rice have a direct influence on the lives and well-being of many people in Indonesia. The strategic economic value of rice commodities can be seen from several aspects. The increase in rice prices can have a direct impact on people's purchasing power, especially for low-income people.

Rice price stability is essential to maintain the country's economic and social stability, as well as prevent potential political instability. The production and distribution of rice also have a significant economic impact. The rice farming sector provides livelihoods for millions of farmers in Indonesia. Successful rice production and efficiency in the supply chain can boost economic growth in rural areas, reduce poverty, and improve community welfare (Masitoh Sirait, 2020<sup>[18]</sup>; Edge & Rangkuti, 2014)<sup>[35]</sup>.

Rice has an important role in food safety. Dependence on rice imports can be a threat if supply is disrupted or prices on the international market rise. The Indonesian government strives to increase domestic rice production to meet domestic consumption needs and reduce dependence on imports. Government policies related to rice production, distribution, price, and food security are very important (Iyoega, 2020<sup>[13]</sup>; Edge & Rangkuti, 2014)<sup>[35]</sup>. The government strives to increase rice agricultural productivity, provide support to farmers, develop agricultural infrastructure, and regulate rice import and export policies to maintain price stability and rice availability in the domestic market. Overall, rice has a very strategic economic and social value for the people of Indonesia. Good management of these commodities can provide significant economic benefits, maintain social stability, and support the country's food security (Sundari, 2015)<sup>[34]</sup>.

By the mandate of Presidential Instruction No. 5 of 2015 concerning the policy of grain/rice procurement and rice

distribution by the government which is the embodiment of government intervention in national food affairs to strengthen food security. Broadly speaking, the presidential instruction states that in implementing the grain/rice procurement policy through the purchase of domestic grain/rice with the provisions of the government's purchase price that has been determined and then a policy is set to maintain domestic rice price stability (Kalsum *et al.*, 2021)<sup>[17]</sup>. The Indonesian state in meeting the needs of the community for food and leveling the fulfillment of food, especially rice, the government formed a business entity in the form of a Public Company, namely the Public Company of the Logistics Affairs Agency (Perum BULOG) (Hakim & Pakam, 2014<sup>[9]</sup>; Y. Sari *et al.*, 2020<sup>[22]</sup>; Edge & Rangkuti, 2014)<sup>[35]</sup>.

Perum BULOG is a state-owned public company engaged in food logistics. The company's business scope includes logistics or warehousing business, pest survey and eradication, plastic bag supply, transportation business, food commodity trading, and retail business. Perum BULOG is the result of institutional transition or change in the legal status of BULOG Non-Departmental Government Institutions (LPND) into State-Owned Enterprises (BUMN) in the form of Public Companies. PERUM BULOG was established based on Presidium Cabinet Decree No. 114/Kep/1967 dated May 10, 1967, most recently by Presidential Decree No. 103 of 2001 dated September 13, 2001 (M. Yolanda *et al.*, 2022<sup>[36, 37]</sup>; N. Yolanda *et al.*, n.d.; R. Yolanda, 2020)<sup>[38]</sup>.

Rice procurement, there are several problems caused in the process of implementing the current rice procurement policy. There are rice refinery entrepreneurs who are not willing to sell their rice to Perum BULOG because the purchase price is cheaper than the market price. So some of the rice refinery entrepreneurs prefer to sell their rice to retailers or other regions. So if Perum BULOG does not buy rice from rice factory entrepreneurs, the warehouse where

rice is stored will be empty and have no rice stock (Kalsum *et al.*, 2021)<sup>[17]</sup>.

Rice procurement is one of the government policies that affect the realization of food security. The concept of rice procurement is carried out by the government as an intervention from the producer side when the supply is abundant due to the bumper harvest. Based on the Presidential Regulation of the Republic of Indonesia Number 48 of 2016 Article 6 concerning Assignment to BULOG Public Companies in the Framework of National Food Security Perum BULOG controls the availability and distribution of food, which includes procurement, processing, equitable distribution of stocks between regions as needed, and distribution.

A covenant is an act in which one or more people bind themselves to one or more people (Subekti, 2005)<sup>[32]</sup>. Article 1338 of the Civil Code asserts that "All agreements validly made i.e. under the terms of the validity of the agreement, shall apply as Law to those who make them". That is, all agreements are binding on those who are concerned with those who make them, have the rights granted to them, and are obliged to do the things specified in the agreement. Everyone can agree, provided that it meets the conditions stipulated in Article 1320 of the Civil Code (Amalia, 2018)<sup>[11]</sup>.

A contract or agreement becomes valid and legally binding for the parties who make it. The terms of validity of the agreement are regulated in Article 1320 of the Civil Code. Article 1320 of the Civil Code specifies 4 (four) conditions for the validity of the agreement, namely proficiency (*bekwaamheid*), (*toestemming*), (*bepaalde onderwerp*), (*geoorloofde oorzaak*) (N. R. Sari, 2017)<sup>[21]</sup>.

The relationship between the parties to an engagement must represent a legal relationship (*rechtsbetrekking*) because the engagement is a legal relationship, and the engagement has legal consequences (*rechtsgevolg*). The criterion that determines whether an engagement is an engagement in the legal sense or not is the occurrence of legal relations between one person and another person due to events, circumstances, and actions (N. R. Sari, 2017)<sup>[21]</sup>.

Agreements based on the Civil Code as positive law in Indonesia have several principles that are used as guidelines in making agreements, one of which is the principle of freedom of contract where in entering into or making or implementing agreements there is a freedom for subjects by their own will for the content of the agreement as long as it does not exceed the predetermined limits, which include decency, public order, and the Act. Everyone has the right to determine the content and terms of other people's agreements (N. R. Sari, 2017)<sup>[21]</sup> (Jamilah, 2012)<sup>[14]</sup>

This study emphasizes the significance of carriage of goods agreements as legally binding contracts, citing Article 1338 of the Civil Code. It examines contracts between CVs Agromas Persada and Perum BULOG Medan branch, identifying potential risks to both parties and the legal ramifications of defaults in rice procurement cooperation contracts. Legal consequences of default depend on contract provisions, applicable law, and court decisions. Compliance with contract terms and resolution of defaults through consensus is underscored, along with adherence to the latest regulations or policies governing rice procurement contracts between partners and the Perum BULOG Medan Branch Office.

Research by Hermanto & Prananingtyas (2017)<sup>[11]</sup> concluded that Perum Bulog took legal action based on Article 1243 of the Civil Code by filing a claim for making a statement of debt recognition by CV Mulyo and a claim for compensation to the Board of Directors of Perum Bulog before. The responsibility of Perum Bulog, based on Article 100 Paragraph 2 of PP Number 13 of 2016 and Article 97 of the Law, allows directors to be asked for compensation for agreements that result in losses due to their mistakes (Hermanto & Prananingtyas, 2017)<sup>[11]</sup>.

Fajri's (2016)<sup>[6]</sup> research shows that profits for members of the Banda Aceh Bulog Cooperative are based on the portion of capital and general profits, while losses are charged according to the proportion of capital of each member. The profit sharing system on the remaining business results (SHU) of the Banda Aceh Bulog Cooperative is by the principle of *shirkah al-'inān* in Islamic law, although there is still an element of *gharar* in the operations of the Bulog Cooperative (Fajri, 2016)<sup>[6]</sup>.

Ekasari's research, (2021) on legal aspects related to rice procurement contracts. This mainly underscores the obligations, rights, and responsibilities that may arise between the two parties. This analysis can identify trends, challenges, and changes in legal practice related to contractual cooperation in the food procurement sector. The advantage of this research lies in its focused approach and specific context, providing new insights into legal procedures in contract cooperation in the rice procurement industry (Ekasari, 2021)<sup>[17]</sup>.

From the background and research, this paper aims to identify and analyze the legal implications of defaults committed by partners in rice procurement cooperation contracts with the Perum BULOG Medan Branch Office. In addition, this study also aims to evaluate the actions taken by the Perum BULOG Medan Branch Office in handling cases of default by partners. In addition, this study will also review the legal responsibilities in rice procurement cooperation contracts between partners and the Perum BULOG Medan Branch Office arising from defaults by partners.

## Method

This research was conducted at Perum BULOG Medan Branch Office, Jalan Sisingamangaraja Km. 10.2 Timbang Deli, Medan Amplas, Medan City, North Sumatra, 20149, Indonesia. The type of research used is descriptive-analytical, namely research that seeks to describe and elaborate on problems, which are related to Legal Responsibility in the Rice Procurement Cooperation Contract between Perum BULOG Medan Branch Office and CV. Agromas Persada in 2023. This research is not only to describe symptoms or conditions, both in positive legal order and empirical law, to analyze existing problems, but also to provide proper arrangements and solve legal problems (Sinamo, 2010)<sup>[26]</sup>.

In terms of the research approach, this research uses a normative juridical approach and an empirical juridical approach (Jonaedi Efendi *et al.*, 2018)<sup>[15]</sup>. The normative juridical approach is intended as an assessment at the conceptual level of the meaning and intent of various national legal regulations, relating to Legal Responsibility in the Rice Procurement Cooperation Contract between Perum BULOG Medan Branch Office and CV. Agromas Persada in 2023, while the empirical juridical approach is that this

research starts from problems by looking at the reality that occurs in the field, then connecting it with applicable laws and regulations (Soekanto & Mamudji, 2018).

This research involved Perum BULOG, Medan Branch Office, and CV. Agromas as respondents or informants. Data was collected through two main methods: document studies and interview guidelines. Document study involves analyzing various records of events such as diaries, policies, and related regulations. Meanwhile, interviews were conducted with leaders of Perum BULOG Medan Branch Office and related fields with structured questions.

The collected data is then analyzed using qualitative data analysis methods to identify patterns, categories, and themes, and formulate working hypotheses. The results of the analysis are presented descriptively to provide an accurate picture of the situation studied (Bah *et al.*, 2020b<sup>[4]</sup>, 2020a)<sup>[3]</sup>. This qualitative approach enables an in-depth understanding of the legal responsibilities in the rice procurement cooperation contract agreement between the partner and Perum BULOG Medan Branch Office. Concluding is carried out using the deductive method, where general data is analyzed and adjusted to existing problems to reach more specific conclusions. This approach allows the researcher to provide a deep understanding of the problem under study.

## Results and discussion

### Legal Consequences If There Is a Default Committed by the Partner in the Rice Procurement Cooperation Contract Agreement between the Partner and Perum BULOG Medan Branch Office

The contract as a means to regulate the exchange of rights and obligations is expected to take place properly, *fairly*, and proportionately according to the agreement of the parties. Although the contract is made with the hope that everything that has been agreed can run by expectations, in practice under certain conditions the exchange of achievements does not always run as desired by the parties, so an event called default arises. Default is "improper execution of an agreement or carried out improperly or not implemented at all (Sipayung *et al.*, 2022<sup>[28]</sup>; Siregar & Munawir, 2020)<sup>[29]</sup>.

A person declared a default is due to not fulfilling the performance at all. Achievements performed are not perfect, late fulfill achievements and do what in the agreement is forbidden to do. The elements of default include The existence of a valid agreement, the existence of errors (due to negligence and intentionality), the existence of losses, and the existence of sanctions, which can be in the form of compensation, resulting in the cancellation of the agreement, transfer of risk, and pay case costs (if the matter reaches the court) (N. A. Sinaga & Darwis, 2020)<sup>[24]</sup>.

Rice procurement cooperation contract between Perum BULOG Medan Branch office and CV. Agromas Persada runs based on a unanimous agreement. This activity will take place well if both parties carry out their achievements by what has been agreed. However, in the implementation, there are often defaults due to negligence on the part of CV. Agromas Persada, resulting in considerable losses for Perum BULOG. So that comes the legal consequences of what has been violated. This act is contained in civil law, due to the non-fulfillment of achievements or obligations in an

agreement regulated in Article 1243 of the Civil Code (Subekti, 2005)<sup>[32]</sup>.

In the event of default, the defaulting party may be obligated to pay damages or face cancellation of the agreement, as illustrated in a Supreme Court decision. The rice procurement cooperation contract between Perum BULOG Medan Branch Office and CV. Agromas Persada entails legal responsibilities, with both parties bound by rights and obligations. Disputes are typically resolved through deliberation, mediation, and legal recourse if necessary, such as seeking resolution in the Medan District Court. The current contract between the parties adheres to the National Food Agency Regulation Number 6 of 2023 but contains some inaccuracies, notably in the naming of the Perum BULOG Medan Branch Office.

Non-fulfillment of the performance of the agreement can be caused by intentional negligence and can be caused by force *majeure* or *force majeure*. Default is the performance of obligations that are not timely or carried out improperly. A debtor can be said to be in default if carrying out the performance of the agreement has been negligent so that it is late from the specified schedule or if carrying out the performance is not appropriate or appropriate. The result arising from default is the obligation for the debtor to pay compensation and/or with default by one party, the other party can demand cancellation of the agreement (Fidelia *et al.*, 2019<sup>[8]</sup>; H. D. Sitompul *et al.*, 2010)<sup>[30]</sup>. The elements of default are the existence of agreements, the existence of errors, and the existence of losses caused.

Acts of default can occur intentionally, in negligence, and without fault (without intentionality or negligence) 142 Article 1236 of the Civil Code provides that the debtor is obliged to compensate the creditor for losses and interest if he is unable to deliver the goods due to his negligence. The debtor is declared negligent by warrant, by deed of negligence, or by force of the engagement itself, i.e. when this engagement results in the debtor being deemed negligent by the lapse of the prescribed time. Negligent deeds are often also called *subpoenas* (Isnaini & Barus, 2017<sup>[12]</sup>; Siallagan & Siregar, 2017)<sup>[23]</sup>.

The SECOND PARTY may be declared in default if it fails to fulfill contractual provisions, engages in prohibited actions, or neglects its obligations as outlined in the agreement. In the event of a dispute, the Domestic Rice Supply Agreement Contract Year 2023 stipulates resolution through the District Court, with a designated location chosen by both parties. However, discrepancies arise regarding the chosen court's jurisdiction, as per Article 118 (1) HIR, potentially affecting dispute resolution. This study outlines the rice procurement cooperation contract process between Perum BULOG Medan Branch Office and CV. Agromas Persada, emphasizes preventive measures against harmful disputes. Procedures include pre-shipment quality and quantity checks, Goods Receipt Order (SPTB) management, and Quality Inspection Officer (PPK) involvement. Default consequences, such as agreement cancellation or indemnity, align with Civil Code Articles 1243 and 1246. Dispute resolution may involve negotiation or court intervention if necessary. Default not only results in financial losses but also damages trust and reputation, underscoring the importance of contract integrity for both parties.

### Efforts of Perum BULOG Medan Branch Office on Default Legal Actions Carried Out by Partner Parties

Article 1337 of the Civil Code gives freedom to individuals to enter into contracts as long as they do not violate the laws, morality, and norms of society. Once the contract is formed, the parties involved are obliged to execute it in good faith.

In the case of the Rice Procurement Cooperation Contract between Perum BULOG, Medan Branch Office, and CV. Agromas Persada, the possibility of default is always there. Default is characterized by delay or a letter of reprimand from the creditor to the debtor. The grace period given to fulfill these obligations is based on the principle of good faith.

Perum BULOG Medan Branch Office took legal action by making a statement of debt acknowledgment, confirming CV's obligations. Agromas Persada to fulfill achievements. This action provides legal certainty for Perum BULOG and is valid authentic evidence by Article 1868 of the Civil Code.

Article 1365 of the Civil Code states that every act that violates the law and causes harm to others must compensate for the loss. If Perum BULOG suffers losses due to default from CV. Agromas Persada, Perum BULOG can file a default lawsuit in the District Court to seek compensation. Article 1243 of the Civil Code confirms that compensation for default is only required after the debtor is declared negligent and does not fulfill its obligations within the stipulated grace period.

Indemnity consists of three elements as referred to in Article 1246 of the Civil Code, namely

1. Costs or costs that have been incurred
2. Loss due to damage, loss of goods belonging to creditors due to debtor's negligence. This loss is what is truly suffered
3. Expected interest or profit. Because the debtor loses the expected profit (Subekti & Tjitrosudibio, 1999)<sup>[33]</sup>.

Perum BULOG can take legal action by filing a default lawsuit to the District Court if it feels CV. Agromas Persada is responsible for the losses suffered. Before filing a lawsuit, Perum BULOG can send a summons or reprimand to CV. Agromas Persada. Subpoenas are generally filed up to three times before filing a lawsuit with the court. If the subpoena is not heeded, then a lawsuit can be filed in the District Court.

However, in the case of a rice procurement cooperation contract between Perum BULOG Medan Branch Office and CV. Agromas Persada, the settlement can be done through deliberation. In deliberation, Perum BULOG tried to negotiate with CV. Agromas Persada to solve problems in a familial manner and find solutions without involving the court. This approach is considered effective in avoiding more complicated problems and takes a long time to resolve.

When there is a violation of the employment contract, it remains on its stance not to carry out the work contract that has been determined, even though it has been given a summons with legal consequences that will be received by the parties.

Efforts of Perum BULOG Medan Branch Office for legal acts of default committed by partners. Perum BULOG can file a default lawsuit against the partner. This lawsuit aims to demand the fulfillment of the obligations agreed in the

rice procurement cooperation contract. In addition to default claims, Perum BULOG can also claim compensation for losses arising from default actions committed by partners. This compensation may include material or immaterial losses suffered by Perum BULOG. If the default action taken by the partner is very serious, Perum BULOG can also apply for cancellation of the agreement. The cancellation of this agreement aims to terminate the contractual relationship with the defaulting partner.

### Legal Responsibility in the Rice Procurement Cooperation Contract Agreement between Partners and Perum BULOG Medan Branch Office Due to Default of the Partner

Legal responsibility is intertwined with rights and obligations in contractual agreements. Parties entering into a contract must comprehend their rights and obligations therein. The agreement binds both parties, necessitating effective implementation for smooth execution. Legal responsibility hinges on legal obligations; individuals are accountable for their actions and may face penalties for violating laws and regulations (Fazriah, 2023)<sup>[7]</sup>.

Civil law liability arises from either default or unlawful acts. Liability based on default requires an agreement between parties, where one party fails to fulfill their obligations, resulting in losses for the other party. This failure to fulfill obligations can lead to negligence and subsequent civil liability. Accountability must be grounded in a legal right, allowing one party to demand accountability from another (Nugraha *et al.*, 2022<sup>[19]</sup>; Rizki *et al.*, 2022<sup>[20]</sup>; S. M. Sinaga & Lubis, 2010)<sup>[25]</sup>.

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Hans Kelsen in his theory of legal responsibility says that "A person is legally responsible, subject means that he is responsible for all sanctions in the event of contrary acts. Hans Kelsen further states that: "a person who is considered to have failed to exercise prudence is required by law to be called *negligence*, and error is usually seen as a type of anticipating and willing, with or without malicious intent, harmful consequences" (Hans Kelsen, 2011).

Hans Kelsen, a pure legal theory, that these responsibilities and obligations have a very close but not identical relationship. This obligation arises as a result of the existence of legal rules that regulate and provide obligations to its legal subjects. The subject of this law who is burdened with the obligation must carry out that obligation according to the rule of law. If the obligation is violated, it will result in a penalty or a sanction. These sanctions are coercive

measures under the rule of law to ensure the subject of law fulfills its obligations appropriately. According to him, the subject of law sanctioned is considered "responsible" or legally responsible for a violation of a sanction in the event of the opposite act (Jual-Beli, 2022<sup>[16]</sup>; Sinurat *et al.*, 2023<sup>[27]</sup>; I. R. Sitompul *et al.*, 2022)<sup>[31]</sup>.

A responsibility is born out of the existence of a contract and the law, as well as a legal liability based on the default that supports the existence of a contractual relationship, whether this contractual relationship arises from an agreement or a law. Liability in civil law can be raised based on, namely:

1. The existence of unlawful acts as stipulated in Article 1365 of the Civil Code, which states that, "whoever commits an act that causes harm to others, then the person guilty of his fault must compensate for the damage"; and
2. There is a default that does not provide achievements at all, is late in providing achievements, or carries out achievements but is not by the provisions stipulated in the agreement made by one of the parties to the agreement as specified in Article 1365 of the Civil Code (Bachtiar, 2018)<sup>[2]</sup>.

Legal responsibility in the rice procurement cooperation contract agreement between the partner and Perum BULOG Medan Branch Office due to the default of the partner. The defaulting party can be asked to fulfill the agreement, namely fulfilling the obligations agreed in the rice procurement cooperation contract. In addition to the fulfillment of the agreement, the defaulting party can also be asked for compensation. This compensation can be in the form of fulfillment of the agreement plus payment of several losses arising from the default. If the default committed by the partner is very serious, Perum BULOG can also request the cancellation of the agreement. The cancellation of this agreement can be made with or without indemnification, depending on the decision taken by the injured party.

### Conclusion

In the context of the rice procurement cooperation contract agreement between partners and Perum BULOG Medan Branch Office, a default can result in various significant legal consequences. Article 1243 of the Civil Code stipulates that default can lead to the cancellation of the agreement as well as claims for compensation for losses incurred. Other legal consequences include damages covering costs incurred and damages that cannot be directly measured, such as damages to reputation. Perum BULOG has the right to file a default lawsuit against partners who violate the contract, to request the fulfillment of contractual obligations and compensation for losses. In addition, Perum BULOG is also authorized to request the cancellation of the agreement if the act of default is very serious. Legal liability in the agreement requires the defaulting party to fulfill obligations by the contract. A lawsuit can be filed to demand fulfillment of the agreement and compensation for losses caused. If the violation is very serious, an application for cancellation of the agreement can be filed with or without a claim for damages. These legal measures are important to ensure compliance with the contract and uphold fairness in the contractual relationship between partners and the Perum BULOG Medan Branch Office.

With the occurrence of default committed by CV. Agromas Persada as one of the partners of Perum BULOG, Perum BULOG Banyumas can implement a rice sale and purchase agreement system that is more effective and responsive in handling default problems. Tighter regulation and supervision by the directors of Perum BULOG in the implementation of cooperation agreements by Standard Operating Procedures (SOP) is expected to reduce the risk of loss in the future. Similarly, in making super rice procurement agreements with lending, it is advisable to mandate them with material guarantees to facilitate the execution process in case of default. These steps are expected to increase efficiency and effectiveness in handling default problems and minimize the risk of loss for Perum BULOG.

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