

ABSTRACT

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“JURIDICAL REVIEW OF THE USE OF INDONESIAN LANGUAGE IN AN AGREEMENT WRITTEN WITH FOREIGN LEGAL AGENCY”

(ix+ 80 pages)

An agreement must be made by complying to the article 1320 of Civil Code. The use of English in the loan agreement between PT Bangun Karya Pratama Lestari and Nine AM Ltd which is a Limited Liability Company in Texas has violated a rule under article 31st Law No.24 of 2009 on the National Flag, Language, Emblem and Anthem, which violates the terms of the agreement especially an admissible cause terms. If an agreement violates the conditions that are required for the validity of agreements, then the agreement shall become invalid or null and void. The purpose of this thesis seeks to examine the legal consequences of regulation in article 31st Law No.24 of 2009 on the National Flag, Language, Emblem and Anthem, also about how to process a loan agreement if the agreement is declared void.

The type of this research is normative juridical using secondary data which includes Civil Code, Law No.24 Of 2009, Court Decision No.451/Pdt.G/2012/PN.Jkt.Bar jo. No.48/PDT/2014/PT.DKI jo. No. 601/K/Pdt/2015, journal, books and interview, as well as using qualitative analysis method.

The result of this research is that an agreement that is made with Indonesian citizens must be using Bahasa Indonesia because it has been regulated in Law No.24 of 2009 on the National Flag, Language, Emblem and Anthem which is one of the conditions that are required for the validity of agreements, so that loan agreement between PT. Bangun Pratama Lestari with Nine AM is declared null and void.

References: 30 (1982-2918)

Keywords: agreement, loan agreement, invalid, null and void.