

ABSTRACT

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“THE POSITION AND STRENGTH OF THE MEMORANDUM OF UNDERSTANDING IN TERMS OF ENGAGEMENT LAW BASED ON THE CIVIL CODE (COURT DECISION NUMBER 104/PDT.G/2016/PN.PDG JUNCTO 20/PDT.G/2018/PT.PDG)”

Choosing a title “The Position and Strength of the Memorandum of Understanding in terms of engagement law based on the Civil Code” based on the absence of clear rules regarding the MoU, thus making the parties confused about the real power and position of this MoU, especially if there is a violation of the contents of MoU in the case of PT. Electronics MegaIndo against PT. Cahaya Sumba Raya and PT. Matahari Department Store Tbk and what the legal consequences for parties who violate the MoU. MoU is Memorandum of Understanding which is a type of a agreement between to parties. It Includes term, conditions, each parties requirements and responsibilities. When there are two parties want to come into a agreement, they’ll make this kind of document called Memorandum of Understanding which formalise the agreement. However, Memorandum of Understanding can be equated as an agreement if its substance or articles contain rights and obligations. This article was written with the normative juridicial approach focuses on literature sources for obtaining secondary data from primary legal materials, secondary legal materials, and tertiary legal materials. Based on the research conducted, it’s concluded that the equation of binding power of the MoU with the agreement is that in the agreement the parties must fulfill what they have agreed on in the agreement they have made if the MoU has rights and obligations in it.

Keywords : Memorandum of Understanding, agreement, Law of Obligation