

ABSTRACT

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NULL AND VOID CONSEQUENCE OF A FOREIGN LANGUAGE AGREEMENT ASSOCIATED WITH LAW NO. 24 OF 2009 (STUDY OF JUDGEMENT NO. 450/PDT.G/2012/PN.JKT.BAR)

These days, an agreement often made between two or more people, both in private or public sector. In Indonesia, an agreement should comply with the positive law. This is stipulated in Article 1320 of Indonesian Civil Code about the validity of an agreement. If an agreement is contradict with the positive law, that agreement could become null and void. In July 2009, The Government enacted the Law No. 24 of 2009 on The National Flag, Language, Emblem, and Anthem (“**Law 24/2009**”). In Article 31 Paragraph (1) of Law 24/2009, Indonesian Language shall be used in a memorandum of understanding or an agreement which involve a State Institutions, Government Institution, Private Indonesian Entity, or an Indonesian Citizen. In March 2014, the judgement made by District Court of West Jakarta held an international agreement between Nine AM Ltd., and PT. Bangun Karya Pratama Lestari as null and void as the parties did not use Indonesian Language version as is required by Law 24/2009. In public’s eye, Article 31 Paragraph (1) of Law 24/2009 is considered as a constrain, because this provision could affect Indonesia’s investment sector, where foreign parties are involved and usually would prefer agreement in English. Legal research in this thesis using normative legal research methods, by conducting a literature study. This research is intended to examine the Judge’s decision with the related regulations in Indonesia, and also the impact of the decision for the parties.

Keywords : agreement, Indonesian Language, null and void