

## **ABSTRACT**

Putri Atikah Lubis (01656190095)

### **ANALYSIS OF THE IMPLEMENTATION OF NOTARY AUTHORITY MAKING A DEED OF FRANCHISE AGREEMENT BASED ON CASE STUDY TANJUNG KARANG COURT JUDGEMENT NO.84/PDT.G/2018/PN/TJK**

(viii + 263 pages + 64 attachments)

Whereas with the development of economic activities public sector and science there is also develops of bussiness and public sector, such as Franchise. At the first time, Franchise is introduced by Institute of Management Education and Coaching (LPPM) and its known as PPM Institute. In the Scope of Bussiness, Franchise is meaning the freedom to running a business with independent in the particular area. As explained in the article 1 of Government Regulation No.42 of 2007 concerning Franchise whereas Franchise is a special right owned by a person or business entity to a business system with the business characteristics in the scope of marketing of goods and/or services which proven to be successful and should be utilized and or used by another party based on a Franchise Agreement. Regarding of case study concerning Franchise Agreement between CV Ayu Elita Estetika dan PT Elty Aesthetica Internasional as contained Supreme Court Decision No.2707 K/Pdt/2019 jo. Tanjung Karang High Court Rouling No.04/Pdt/2019/PT TJK jo. Court Jidgement No.84/Pdt.G/2018/PN Tjk into as an author's research material which use a normative juridical research with a supported by a empirical juridical research and also use the case study approach and legislation approach to analyze legality of Deed of Notary Franchise Agreement according to Indonesian Law and implementation of authority of Notary who has make a Deed of Franchise Agreement based on Case Study Court Judgement No.84/Pdt.G/2018/PN Tjk. Based on this case, the implementation of Notary authority doesnt fullfill all provisions where stipulated in the Regulation of Notary Occupation in Indonesia.

Keywords: Franchise, Franchise Agreement, Notary