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LAW & SOCIAL POLICY | RESEARCH ARTICLE

Agreement Law Analysis Renting a Reception Building Wedding During Covid-19

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Abstract: The world today is being shocked by the Corona Virus Disease 2019 (Covid-19) or commonly called the Corona Virus whose status has been determined by the WHO (World Health Organization or World Health Organization) as a Pandemic. That is, it has spread widely in the world. Covid-19 has affected the course of the rental agreement for the wedding reception building. This study uses normative legal research methods, by examining library materials using the object of study in the form of existing literature, both sourced from books, magazines, and regulations that have a correlation with the discussion of problems, so this writing is also library research. The results of this study indicate that Covid-19 can be classified as a relative force majeure, fulfilling unexpected elements, there are obstacles that cause non-performance, there is no bad faith from the debtor, and the debtor cannot be charged with risk. The legal consequence of Covid-19 is a delay in the agreement

Keywords: *agreement; agreement lease; force majeure;*

1. INTRODUCTION

The world today is being shocked by the *Corona Virus Disease* 2019 (Covid-19) or commonly called the Corona Virus whose status has been set by the WHO (*World Health Organization* or World Health Organization) as a Pandemic on March 9, 2020. This means that it has spread widely in this world. The determination of Covid-19 as a type of disease that causes a national health emergency is an effort by the Government of Indonesia to reduce the rate of spread. Steps were taken by declaring it a national disaster and also urging the public to implement health protocols such as maintaining distance, washing hands, and wearing masks. The issuance of a legal umbrella that underlies the Government's appeal includes Presidential Decree Number 11 of 2020 concerning the Establishment of a Covid-19 Public Health Emergency, Presidential Decree Number 12 of 2020 concerning the Establishment of a Non-Natural Disaster Covid-19 as a National Disaster. (Bahtiar & Saragih, 2020; Siregar & Zahra, 2020)

The emergence of legal consequences of this regulation is the enactment of Government Regulation Number 21 of 2020 concerning Large-Scale Social Restrictions (PP PSBB), which is then clarified by Regulation of the Minister of Health Number 9 of 2020 (Permenkes PSBB) concerning Guidelines for Large-Scale Social Restrictions in the Context of Accelerating the Handling of Corona Virus Disease 2019 (Covid-19). (Humas Sekretariat Kabinet Republik Indonesia, 2020)

Another regulation, namely the Declaration of the Head of the National Police of the Republic of Indonesia Number: Mak/2/III/2020 Concerning Compliance with Government Policies in Handling the Spread of Covid-19. The essence of Article 2 letter (a) states that the National Police always refers to the principle of people's safety which is the highest law (*Salus Propuli Suprema Lex Esto*) by not carrying out social activities which result in large crowds of people, both in public places or in their own environment. The moment this is spreading the COVID-19 pandemic in almost the whole world can't be denied its own impact on life every day, no except in activity trying. Not seldom do we hear a number of company big has rested hundreds his employees because of the effect of the pandemic. Besides that, in Indonesia itself, not a little field is feeling effort impact of the existing pandemic. As stated in Bank Indonesia's press release stated that The Covid-19 pandemic has pushed the growth of Indonesia's economy in the second quarter of 2020. The growth economy in the second quarter of 2020 experienced a contraction of 5.32%, (Sadiyah, 2021) down in when compared to with achievements first quarter of 2020 by 2.97%. (Subiyanto et al., 2022) Development This No regardless

of influence weakening global economic consequences the Covid-19 pandemic and its decline activity economy domestic as an impact from existing policy Restrictions Social scale Large (PSBB) for prevent extent deployment the Covid-19 pandemic. (Tektona & Wahjuni, 2022)

PSSB has implications for various areas of human life. In addition to the decreased level of public consumption due to the PSBB, restrictions on crowds in the context of weddings are regulated in Minister of Religion Circular Letter Number 15 of 2020 which states that the application of the social function of houses of worship to participate in meeting activities at houses of worship such as marriage contracts/marriage is in addition to ensuring that all participants who attend are healthy and negative for Covid-19 by limiting the number of attendees to a maximum of 20 percent of room capacity and no more than 30 people. applicable, but also by paying attention to cases of transmission in the environment of places of worship.

Based on these regulations, many community activities were disrupted, postponed, or even stopped. Pandemic conditions like this have also given attention to organizing weddings and their impact on the wedding party support industry, one of which is the wedding reception building.

The emergence of news as written on the Detik News page that the two lovebirds originated from Makassar, South Sulawesi, had to be willing to cancel a wedding reception due to the spread of the coronavirus outbreak and this cancellation was made after both the invitation and the building had been rented based on a Government circular to avoid interaction with crowds. (Taufiqqurahman, 2020) At Hukum Online, that his client should have held a wedding ceremony and wedding reception on March 29, 2020, and had paid a down payment to the event vendor, but because the Covid-19 pandemic still existed, the event was not possible and wanted to be postponed or even canceled. (Poerana, 2020)

Several replacement options arise between the agreements of the parties, namely the party who rents out the building and the lessee. The first option is that both parties agree to postpone the wedding, the impact of which is a shift in time from the initial estimate of the agreement. The next option is to cancel the wedding reception so that the wedding is held without a wedding reception. Therefore, the legal consequences and legal certainty of the agreement between the party who rents the building and the tenant needs to be studied, because of course there will be differences between agreements in ordinary circumstances and agreements in forced circumstances. (Wulandari et al., 2021)

2. METHOD

This article uses normative legal research methods, with secondary legal types and materials derived from primary legal materials. Legal materials that are binding in nature are in the form of applicable laws and regulations and have relevance to the study. Apart from that, secondary legal material is adapted from legal articles that are spread in online scientific publications. As a complement to the material in this article, the author makes use of tertiary legal materials in the form of legal dictionaries and scientific papers from other disciplines. After studying the whole material law used in the article, the author processed and formulated it in a manner systematic, then did the analysis in a manner descriptive and poured it into the article. Results and discussion articles become the answer to the problems raised.

3. DISCUSSION

3.1. *Implementation circumstances Force To Agreement Renting a Reception Building Wedding During Covid-19*

The covid-19 pandemic is caused by a syndrome breathing acute coronavirus 2 (SARS- CoV -2). This Covid 19 has struck almost throughout the world, including the State of Indonesia which reached the moment This Still develops Enough rapid transmission. Based on development data as of March 10, 2021, the Indonesian people who caught as many as 1,398,578 people, recovered 1,216,433 people and who died reached 37,932 people. (KawalCOVID19, 2022) Thereby matter the is an accumulation of addition each day since he found a case positive first Covid-19 in Indonesia and so on amount case positive each day still keep going there. (Manurung & Heliany, 2020; Sukendro et al., 2020)

This non-natural phenomenon caused by Covid-19 has had an impact on increasing the number of victims and loss of property, expanding the coverage of areas affected by the disaster, and having implications for broad socio-economic aspects in Indonesia, (Salsabila, 2021) so this needs to be declared a national disaster. (Isbaniah & Susanto, 2020) Therefore, the Decree of the President of the Republic of Indonesia Number 12 of 2020 concerning the Stipulation of Non-Natural Disasters with the Spread of *Corona Virus Disease* 2019 (Covid-19) as a National Disaster was issued. The legal basis for this Presidential Decree is Article 4 paragraph (1) of the 1948 Constitution concerning Outbreaks of Infectious Diseases; Regulation Number 24 of 2007 concerning Disaster Management; and

Presidential Decree Number 7 of 2020 concerning the Task Force for the Acceleration of Handling Corona Virus Disease 2019 (Covid-19) as amended by Presidential Decree Number 9 of 2020.

An evaluation of exists seriousness of the impact caused by this covid-19, be crucial seen from the stipulation of the Presidential Decree the that moderate problem faced by Indonesia is not an easy thing. (Handika et al., 2020) To protect the inhabitant country, an Indonesian President took the step to set it as a disaster non-natural national so that Indonesian citizens can Act with be carefully and do various prevention transmission ways guided by state administrators. (Agtha & Novera, 2020)

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The method of prevention transmission signed by the President of Indonesia is set in Government Regulation Number 21 of 2020 concerning Large-Scale Social Restrictions, in the Context of Accelerating the Management of *Corona Virus Disease* 2019 (Covid-19). (Saraswati, 2020) Then it was clarified by Regulation of the Minister of Health Number 9 of 2020 (Permenkes PSBB) concerning Guidelines for Large-Scale Social Restrictions in the Context of Accelerating the Management of *Corona Virus Disease* 2019. Community gathering activities were limited and later added to the Declaration of the Indonesian National Police Mak /2/III/2020 concerning Obedience To Policy Government In Handling The spread of the Corona Virus (Covid-19), which among others contains about involving events a lot of people, like reception wedding.

Reported to the National Police Public Relations Division website, the announcement issued on March 19, 2020, announces For No stage activity social societal causes gathering mass in amount much, both in place general as well as in the environment itself, namely :

- 1) Meeting social, cultural, religious, and sect trust in the form of seminars, workshops, workshops, and activities of a similar kind.
- 2) Activity concert music, fairs, festivals, bazaars, fairs, fairs, and receptions family.
- 3) Activity sports, arts, and services entertainment.
- 4) Rallies, marches, and carnivals. Activity others who make gathering mass.

Usually, the agreement is also set about the consequence from existing incident circumstances force this, is it a postponed agreement or as a condition canceled something agreement. Based on nature, *force majeure* can be distinguished into 2 (two), namely absolute force majeure and relative force majeure.

- 1) *Force majeure* absolute is something circumstance Where a debtor The same very No can carry out achievement to a creditor, which is due to earthquake earth, floods, and the presence of lava or happen something outside control human.
- 2) *Force majeure* relatively is something causative circumstances debtor Still Possible For fulfilling achievement.

They argue that the phenomenon of covid-19 is not can be made as reason circumstances force for cancellation agreement rent building reception. Even if want to make as basis of force majeure, then the most suitable called force majeure characteristic relatively, with the pretext that the agreement rent building reception wedding done delay with negotiation return or restructuration agreement with scheduling repeat come back and do it later day because happen circumstances outside control human and normal called with circumstances force majeure Force Majeure is something circumstances Where debtor No can carry out achievement because happening circumstances/events that do not unexpected at the time he made the agreement. In circumstances the No can be held accountable to the party temporary tenant si tenant the no in circumstances have faith bad. Covid-19 does not necessarily cancel the rental agreement for the wedding reception building, except when the parties agree to cancel the rental agreement for the wedding reception building on the consideration of the Decree of the Chief of Police Mak /2/III/2020 concerning Obedience To Policy Government In Handling Spread of the Corona Virus (Covid-19).

3.2. Consequence law from Covid-19 to agreement rent the reception building wedding

As stipulated in Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. By entering into a pact, the two people automatically bind themselves to each other. From this, it can be concluded that the agreement creates an engagement between the two people who make it. The agreement in Book III of the Civil Code

adheres to an open system, meaning that the parties are free to determine the contents of the agreement as long as they do not violate the law. The agreement will determine the rights and obligations of each party. The agreement also usually contains provisions or clauses that regulate if unwanted problems occur or if a dispute occurs.

The conditions for canceling or ending an agreement are caused by several things: (Aminah, 2020)

- 1) Agreement the canceled because agreed by the parties in agreement;
- 2) The promised object has been lost/charred/paid off;
- 3) Because one of the parties to the agreement has defaulted;
- 4) Because of the verdict, the court decides agreement the has been canceled/ended;
- 5) Because the agreement is null and void;
- 6) Because one subject in the agreement died (only to agreements certain).

If the party tenant has to Down Payment for the rental building reception marriage, then wants us to cancel the agreement rent that has been agreed upon, then need exists negotiation especially formerly with the party who rents out, use to look for a road solution exit. As for advance refund or down payment, p the No arranged in the Civil Code that exists prohibition for ask for advance return If performance in agreement service certain No can be held or agreement terminated/canceled. Completion cancellation agreement rent building reception wedding done with No take track law or can resolved in a manner family. Where is the solution with road kinship of course very in accordance with custom in Indonesia.

In Article 1464 of the Civil Code about arrangement prohibition, only the down payment returns are limited to agreement buying and selling. Meanwhile, in the phenomenon, this is agreement rent. With notice Article 1244 and Article 1245 of the Civil Code, basically still required to pay the remaining costs, throughout the lessor building reception wedding Still committed fulfill his obligations.

As a consequence, law, necessary exists bullet points new from necessary renegotiation resolved by the parties. Including the return of the down payment. Because basically, force majeure must bear joint impact, accordingly with explanation Article 1282 of the Civil Code that: none considered engagement as engagement responsibility, except If stated with the firm. Provision This only excluded in matter quality engagement considered as engagement bear it Because strength determination Act. No exists *refunds*, which exist only *reschedule*. The main thing is that No There is my one strong side position, then as if No one wants to know with exists impact of this covid-19. Because of the parties, you are welcome to feel the same impact from this covid-19. So, from that, sometimes the agreement is renegotiated with consideration seen from the possibility of achievement, not only the event.

4. CONCLUSIONS AND RECOMMENDATIONS

Covid-19 meets the elements of a *force majeure*, ie a situation where the agreement cannot be carried out because of things that are completely unexpected, and the debtor cannot do anything about the circumstances or events that arise outside of these expectations. Covid-19 is classified as a relative state of coercion. The legal consequence of Covid-19 is delaying the rental agreement for the wedding reception building by renegotiating and restructuring the points of the agreement. The author's suggestion is that the parties to the agreement are expected to fully understand the clauses of the agreement regarding force majeure and the impact that must be shared. It is better if an agreement that is hampered by Covid-19 is not immediately canceled when no cancellation conditions are met unless the parties agree to cancel the agreement. The other way is by delaying and renegotiating so that each party can carry out its achievements.

Reference

- Agtha, E., & Novera, A. (2020). Keadaan Kahar Akibat Covid-19 Dan Penerapannya Dalam Perjanjian Kredit. *Applicable Innovation of Engineering and Science Research (AVoER)*, 188–193.
<http://ejournal.ft.unsri.ac.id/index.php/avoer/article/view/138>
- Aminah, A. (2020). Pengaruh pandemi Covid 19 Pada Pelaksanaan Perjanjian. *Diponegoro Private Law Review*, 7(1).
- Bahtiar, R. A., & Saragih, J. P. (2020). Dampak Covid-19 Terhadap Perlambatan Ekonomi Sektor UMKM. *Jurnal Bidang Ekonomi Dan Kebijakan Publik*, 7(6), 19–24.
- Handika, S., Rahim, M. I. F., & Sudirdja, R. P. (2020). Virtual Court Policy For Criminal Justice on Corona Virus Disease Pandemic. *Substantive Justice International Journal of Law*, 3(1), 74.
<https://doi.org/10.33096/sjijl.v3i1.67>
- Humas Sekretariat Kabinet Republik Indonesia. (2020, March 31). Inilah PP Pembatasan Sosial Berskala Besar untuk Percepatan Penanganan Covid-19 Read more: <https://setkab.go.id/inilah-pp-pembatasan-sosial-berskala-besar-untuk-percepatan-penanganan-covid-19/>. Sekretariat Kabinet Republik Indonesia.
<https://setkab.go.id/inilah-pp-pembatasan-sosial-berskala-besar-untuk-percepatan-penanganan-covid-19/>

- Isbaniah, F., & Susanto, A. D. (2020). Pneumonia Corona Virus Infection Disease-19 (COVID-19). *Journal Of The Indonesian Medical Association*, 70(4), 87–94. <https://doi.org/10.47830/JINMA-VOL.70.4-2020-235>
- KawalCOVID19. (2022). *Informasi Terkini COVID-19 di Indonesia*. KawalCOVID19. <https://kawalcovid19.id/>
- Manurung, E. H., & Heliany, I. (2020). *Force Majeure and Unfulfillment of Construction Contracts Due to COVID-19 in Indonesia*. 499(Icolgas), 362–367. <https://doi.org/10.2991/assehr.k.201209.313>
- Poerana, S. A. (2020). *Pesta Perkawinan Batal Akibat Covid-19, Bagaimana Nasib DP ke Vendor? Perlindungan Konsumen*. <https://www.hukumonline.com/klinik/a/pesta-perkawinan-batal-akibat-covid-19--bagaimana-nasib-dp-ke-ivendor-i-lt5e8c206e6770a>
- Sadiyah, F. (2021). Dampak Pandemi Covid-19 terhadap Pertumbuhan Ekonomi dan Perdagangan Komoditas Pertanian di Indonesia. *Jurnal Ekonomi Pertanian Dan Agribisnis*, 5(3), 950–961. <https://doi.org/10.21776/ub.jepa.2021.005.03.30>
- Salsabila, M. M. S. M. Z. R. S. (2021). Implementasi Kebijakan Pengawasan Keimigrasian Terhadap Orang Asing Di Kantor Imigrasi Malang Pada Masa Pandemi Covid-19. *PLENO JURE*, Vol 10 No 2 (2021): *Pleno Jure*, Oktober, 81–97. <http://journal.lldikti9.id/plenojure/article/view/597/441>
- Saraswati, P. S. (2020). Kebijakan Hukum Terhadap Penanganan Pandemi Covid-19 di Indonesia. *KERTHA WITAKSANA*, 14(2), 147–152. <https://doi.org/10.22225/KW.14.2.2020.147-152>
- Siregar, P., & Zahra, A. H. (2020). Bencana nasional penyebaran covid-19 sebagai alasan force majeure, apakah bisa. *Direktorat Jenderal Kekayaan Negara Kementerian Keuangan*.
- Subiyanto, S., Mutiya, T. A., & Kharizma, N. (2022). Strategi Kebijakan Pemulihan Ekonomi Nasional Melalui UMKM. *Bunga Rampai Dalam Rangka Pemulihan Ekonomi Di Masa Pandemi*, 1(1), 118–124. <http://penerbitan.pknstan.ac.id/wp-content/uploads/2022/07/BUNGA-RAMPAI-USAHA-PEMERINTAH-DALAM-RANGKA-PEMULIHAN-EKONOMI-INDONESIA-DI-MASA-PANDEMI.pdf#page=123>
- Sukendro, S., Habibi, A., Khaeruddin, K., Indrayana, B., Syahrudin, S., Makadada, F. A., & Hakim, H. (2020). Using an extended Technology Acceptance Model to understand students' use of e-learning during Covid-19: Indonesian sport science education context. *Heliyon*, 6(11), e05410. <https://doi.org/10.1016/j.heliyon.2020.e05410>
- Taufiqurrahman, M. (2020, March 20). Sejoli di Makassar Batal Resepsi Nikah Gegara Corona, Undangan Telah Disebar. *Detik News*. <https://news.detik.com/berita/d-4946682/sejoli-di-makassar-batal-resepsi-nikah-gegara-corona-undangan-telah-disebar>
- Tektona, R. I., & Wahjuni, E. (2022). Implikasi Hukum Terhadap Kredit Bermasalah Pada Perusahaan Pembiayaan Saat Wabah Pandemi Covid 19. *Jurnal Hukum Mimbar Justitia*, 8(1), 213–232. <https://doi.org/10.35194/jhmj.v8i1.2121>
- Wulandari, B. T., Siombo, M. R., Selvie, V., & Nugraheni, L. A. (2021). *Berbagai Aspek hukum dalam Transaksi Konsumen Secara Digital di Masa Pandemi Covid-19*. Penerbit Universitas Atmajaya.