A CONTRACT REVIEWED FROM THE PERSPECTIVE OF CIVIL LAW IN INDONESIA MAY BE DELAYED DUE TO FORCE MAJEURE

Abstract
The aim of this study is to: Recognize the structure of an emergency clause (force majeure) in a contract; and Recognize the legal implications for the parties involved and the actions that need to be taken in the event that an emergency (force majeure) nullifies a contract. In this study, the author used three distinct methodologies, conceptual, legislative, and comparative. However, in order to fulfill their responsibilities under a contract or agreement, the parties must be able to prove that they are faced with legitimate obstacles.

Keywords: Civil, Contract, Force Majeure

INTRODUCTION
Humans, being legal subjects, require the existence of other humans in order to meet their wants. One kind of lawsuit is predicated on the subjects' relationships. Agreements are legal actions that normally occur in daily life. According to the provisions of Article 1313 of the Civil Code, an act in which one or more parties pledge themselves to one or more other parties is called a binding contract. An agreement is when two persons mutually agree to carry out an action or make a guarantee to one another, according to Subekti (Ramadhan et al., 2021); (Subekti, 2018).

We frequently encounter the terms "engagement" and "agreement" in civil law. Engagements and agreements are two distinct things, despite the fact that they are related and covered in the third book of the Civil Code. In his work, (SUEKTI, n.d.) characterizes an agreement as a formal legal relationship between two people or parties, wherein one party is obligated to abide by requests made by the other. In the interim, Article 1313 of the Civil Code defines an agreement as an act by which one or more persons bind themselves to
one or more other people. This concept clarifies that agreements are more than just existing, even though they can lead to other agreements.

An agreement establishes a legal connection that may be unilateral or relative if it is reviewed. Because it can only be upheld and held accountable to certain individuals, the legal connection in an engagement is referred to as related. The specific people listed are those who are bound by a contract or other legal requirements. An agreement is a legally binding contract. Legal activities result in legal connections and obligations (Charny, 1990). However, because each party in the agreement has their own rights and obligations, the connection is often reciprocal and does not grant one party rights for accomplishments that are the other party’s obligations.

An agreement must concern a specific topic or goal that both parties have agreed upon. Article 1332 of the Civil Code states that the topic of an agreement may only be specific products whose type can be ascertained or goods that can be traded (Act, 1995). Since an agreement might be made to give something, do something, or not do something, it cannot contain any terms pertaining to the item. The goal of entering into an agreement is for the parties to become legally bound to one another. Parties utilize agreements as a vehicle to acquire a set of civil rights and obligations, giving them a foundation for action under the law. In the event that a disagreement arises during the implementation phase, the agreement may be used as proof in court to demonstrate that the parties' relationship is legitimate and operates as intended.

It is crucial to keep in mind the guiding principles of any agreement when creating one. The Civil Code governs multiple principles, including the ideas of balance and freedom of contract (Weiler, 1984). "Almost all nations have contract law that applies and recognizes the universal concept of freedom of contract." Any lawfully made agreement is binding on its parties, as stated in the Civil Code's Article 1338, paragraph (1), which supports the concept of freedom of contract. Anyone may enter into an agreement as long as it satisfies the requirements for validity and does not contravene the law, morality, or public order. In order to prevent gaps in the agreement, the notion of balance is also crucial. This approach can guarantee that the parties to an agreement remain in fair and equal proportions so that neither side is more disadvantaged or benefits more.

Once the requirements for the agreement's validity are met, the parties to the agreement may use the agreement as binding legal documents that give rise to rights and obligations; failure to do so may result in a default or broken promise. The agreement may have as its goal doing something, giving something, or doing nothing at all (Fisher et al., 2011). However, there are times when this agreement's implementation runs into difficulties, such as when parties fail to fulfill their obligations or break pledges, leaving the agreement's contents unfulfilled. "1) A force majeure event; or 2) A deliberate or careless error on the part of the debtor resulting in default." Default occurs when the debtor is unable to fulfill and/or neglects to carry out his performance obligations as specified in the agreement established with the creditor [1]. When referring to "overmacht" in an agreement, it means "act of god," "force majeure," "emergency," "force majeure," or "circumstances beyond human ability".

claiming that the issuing of Presidential Decree Number 12 2020 and the Civil Code's provisions establish a force majeure scenario in relation to the Corona Virus Disease pandemic of 2019 (Cendhani et al., 2020) Many parties to an agreement who are unable to
meet their goals in terms of the Determination of Non-Natural Disasters, consider the Spread of Corona Virus Disease 2019 as a national disaster and wish to have the agreement canceled. Meanwhile, the 2019 Corona Virus Disease pandemic is not expressly mentioned as a force majeure event in the Presidential Decree or the Civil Code, nor do they expressly forbid the debtor from fulfilling their obligations under the agreement in order to terminate it.

Does a force majeure event result in the termination of a business contract? A commercial contract cancellation will definitely have a detrimental effect on one of the parties, regardless of whether the force majeure was caused by an emergency, a natural disaster, or another reason, causing a party to cancel the contract due to a force majeure incident. An agreement loses its legal validity and force when it is canceled because of a force majeure. Even though the provisions of the agreement are not laws, they still have legal significance for the parties to it.

METHODS RESEARCH

Using data management and search techniques, this research approach helps researchers gather information and provide precise solutions to the problem formulation under investigation (Adams et al., 2007). This methodology for research consists of: Type of Research: This kind of legal research aims to identify norms, principles, and doctrines through normative legal research. Scholars will gather data from multiple sources related to the problem they are attempting to solve. The study's findings give an explanation of how the suggested problem was formulated. Normative research does not consider actual legal practice; rather, it focuses solely on legal norms. Considering force majeure as an excuse for not carrying out a contract, as seen from Indonesian civil law. Approach: One of the research phases, the approach method's goal is to gather information from multiple angles in order to address the issues raised by the study's formulation. A conceptual approach, a legislative approach, and a comparative approach were the three approach methodologies the author employed in this study. Data Collection approach: The primary legal materials in the form of legislation are gathered utilizing the inventory and categorization approach in normative legal research applications. In the meantime, a note card system is used to gather secondary legal materials. Either endeavor cards, which include an original author's opinion summarized in the writing's outline and main ideas, or review cards, which include an analysis and additional author notes, are used. Data Analysis Technique: Using the available data, legal materials were analyzed in this research in a qualitative juridical manner, which means that the truth is understood in accordance with statutory regulations as well as revealed. By giving a general overview of the issue of force majeure as a justification for not carrying out a contract and viewing it through the lens of Indonesian civil law, it is examined using the country's existing legal framework and actual facts to draw conclusions that address the issues raised.

RESULT AND DISCUSSION

Understanding Legal Emergency Situations in Indonesia

"Riduan Syahrani; (Hulzannah et al., 2021) believes that overmacht, as well as force majeure, are other names for the same phenomenon." Further investigation reveals that there is no precise
Legal standard for force majeure because the Civil Code's provisions do not address force majeure in relation to bilateral contracts, which are agreements reached by the exchange of promises between two parties. Words that are generally applicable to interpreting what force majeure means. In interpreting the Civil Code, the term "force majeure" refers to the circumstances under which provisions are derived from legal theories, doctrine, and jurisprudence. These provisions can be found in the sections on compensation, the regulation of risks resulting from force majeure for unilateral contracts, or the section on special contracts (named contracts). The Civil Code contains regulations pertaining to coercive circumstances and force majeure in Articles 1244 and 1255 (Voegelin, 1940). Nevertheless, in addition to the aforementioned articles, the Civil Code also has a number of other articles that can serve as guidance in relation to force majeure, including, Articles 1545, 1553, 1444, 1445, and 1460 (Hulzannah et al., 2021).

Compensation in a contract or agreement is directly tied to the concept of force majeure. This is because a force majeure event can have legal ramifications beyond just causing a party to lose out on or postpone fulfilling their performance obligations under a contract; it can also release the parties from having to pay damages for non-performance. In essence, force majeure matters are solely governed by the Civil Code's provisions pertaining to interest and compensation. The Civil Code's Book III, Articles 1244 and 1245, regulate force majeure situations (Sugiastuti, n.d.). They state:

Article 1244 of the Civil Code (Possemiers, 2021): If this is the case, the debtor will still be responsible for charges, damages, and interest even if he is unable to show that an unforeseen event prevented him from meeting the terms of the agreement on time. Nor will he be held responsible for it. Even if he behaved in good faith, this is still the case.

Article 1245 Civil Code (Xu, 2022): If the debtor is unable to produce or perform an essential act owing to compelling circumstances or an unintended incident, or if he has performed a banned act as a result of the same things, losses and interest expenses are not obligated to be compensated.

According to Article 1244 of the Civil Code, the burden of proof affects whether compensation fees and interest are paid (Possemiers, 2021). Put another way, in the event of a default, the debtor is obligated to make restitution if they cannot show that the default was caused by unforeseen or outside events. Debtor's capacity. Ensuring that the debtor is not acting in bad faith is crucial since, should it be proven, they will still be responsible for payment. Furthermore, the debtor bears the burden of proof; in the event that he is unable to produce adequate documentation to justify his exemption from payment, he will be obliged to make the payment.

Article 1245 of the Civil Code states that in situations where there has been coercion, an inadvertent circumstance that prohibits the debtor from providing or performing a necessary act, or circumstances where the debtor has committed a prohibited act, the debtor is exempt from paying fees, compensation, and interest (Xu, 2022). In other words, describing the latitude granted to debtors to recover any losses incurred in the case of a default. This achievement was impeded by an unintentional or coerced circumstance. What happens when certain assets that were promised to be replaced are destroyed without the owner's fault is outlined in Article 1545 of the Civil Code. The party who fulfilled the agreement may demand the return of the items he provided in exchange, and in such a scenario, the agreement is ruled void Civil Code Article 1545 (Smektala et al., 2008): If any of the goods that were promised to be swapped are destroyed without the owner's fault, the agreement is ruled void, and the party who fulfilled the arrangement may request the return of the goods he gave in exchange.
The entire destruction of the property rented during the rental time owing to an unintended event is stated in Article 1553 of the Civil Code (Gordley, 1994) and renders the rental agreement instantly void. In the meanwhile, the lessee may, depending on the situation, request a decrease in value or the termination of the rental agreement if the item used as the basis for the agreement is only partially destroyed; nevertheless, he will not be entitled to compensation in either scenario. Article 1553 Civil Code: If an inadvertent incident completely destroys the item during the rental period, the rental agreement is null and void. Depending on the situation, the renter may ask for a refund of the rental fee or a reduction in price if the object is only partially ruined. But he isn't entitled to reimbursement in any of the two situations.

Article 1444 of the Civil Code provides an explanation of how an agreement can be annulled in the event that certain goods covered by it are destroyed, rendered untradeable, or lost to the extent that it is impossible to determine whether they exist at all. This is dependent upon two factors, specifically: a. The debtor is not at fault for the goods' damage or loss; and b. The debtor has not neglected to give the goods to the creditor.

Section 1444 of the Code of Civil (Queenan, 1988): If any of the products covered by the agreement are lost, destroyed, or become so untradeable that their existence is doubtful, the agreement ends. This only applies if the loss or destruction of the goods occurs without the debtor's fault and occurs before the debtor fails to deliver the products. The agreement is still void even if the debtor forgets to turn it over and has not admitted obligation for unforeseen circumstances if the item would have expired in the same way in his possession even if he had handed it to him. The debtor needs to show proof of the unexpected event he reported. The owner of an item is still responsible for paying the original amount whether it is lost, stolen, or destroyed.

According to the several definitions given above, a condition or event that happens outside of human control and has the potential to prevent the debtor from realizing their goals can be classified as force majeure, but the debtor is not required to take this risk. The regulations governing compensation cover matters related to force majeure because legislators see it as a defense (rechtvaardigingsgrond) to release someone from their obligation to pay compensation.

**Function of Emergency Clause in an Agreement**

A strong, unmanageable, or superior force is connected to an emergency (Haut et al., 2011), especially if, in spite of the parties' best efforts, the occurrence is caused by uncontrollable circumstances and cannot be avoided. Due to their unpredictable nature, force majeure circumstances pose the biggest risk to the parties. A provision about emergency situations ought to be included in every agreement, as there can be situations that arise that are not anticipated or known when the agreement is signed. An emergency circumstance will have to do with loss danger. As a result, the Emergency Clause is drafted with the debtor in mind, and its parameters need to be sufficiently inclusive to protect the debtor's interests. This force majeure clause is meant to serve as a first step in anticipating the actions that the parties to the agreement would take in response to any future events that could directly affect the agreement's implementation.

In order to safeguard the parties, this clause must be included while creating a contract or agreement (Butler & Ribstein, 1989). If a portion of the agreement, or performance, is unfulfilled for causes without the parties' control and cannot be avoided by taking the necessary steps, then that portion of the agreement, or performance, cannot be fulfilled. Some observers have claimed that the emergency clause in the Hungarian states can be loosely interpreted as ending the agreement in a number of agreements, including joint venture agreements. Consequently, when
drafting a contract or agreement, this language must be added to safeguard the parties in the event
that a performance obligation is not able to be met for causes without the parties' control (such as
an act of god), averted by adopting the necessary measures.

According to some literature, emergency provisions are also known as hardship clauses,
which are highly technical contractual techniques meant to address the problem of significant
changes in circumstances that may impact the fundamental terms of the agreement (Meyer, 1964).
Long-term, highly valued contracts use this clause. Force majeure events that befall the
agreement's target can result in complete loss, while temporary or permanent force majeure events
can keep the debtor from achieving these goals. This coercive circumstance is referred to as
“frustration” in Anglo Saxon (England) law, which means an obstacle—that is, a circumstance or
occurrence that happens outside of the parties' control and renders the agreement (agreement)
wholly unfeasible to execute.

Emergency (Force Majeure) viewed from Presidential Decree Number 12 of 2020

The reason why there is a relationship between the law formulation and enforcement
processes is that the former is accountable, ethical, and right. 2020 Presidential Decree No. 12
(Cendhani et al., 2020) about Ascertaining the Tragedy in the Dispersal of the 2019 The
government declared the corona virus disease to be a national disaster during the epidemic.
Controlling and maintaining a pleasant atmosphere across the country is the aim of this policy.
The nation's economy is only one of the many sectors that the 2019 Corona Virus Disease
pandemic is having a significant impact on. The economy was hindered when the Corona Virus
Disease pandemic of 2019 struck. Individuals are not free to engage in activities outside of their
homes. In addition to ending their connections with their employees, many businesses frequently
cancel their contracts with third parties. Business actors should be extremely concerned about this,
as the government declared the Corona Virus Disease 2019 pandemic policy a national calamity,
putting the nation under a condition of force majeure.

Despite the fact that the Civil Code's Article 1245 permits compensation for losses and
interest to be waived in certain circumstances. However, the parties to a contract or agreement
have to be able to prove that certain obstacles actually keep them from carrying out their
obligations. This will be consistent with the justice values enshrined in the laws of our country. In
accordance with Civil Code Article 1338 (Febbrajo, 2016) which stipulates that all agreements
established in conformity with the law are enforceable against their makers, the parties may
proceed as follows. This consent cannot be revoked without the consent of both parties or for
legally mandated reasons. Contracts have to be followed with sincerity. If something is deemed
inappropriate, the parties may, in good faith, review the agreement or contract, make any
necessary modifications, and add new parts. Therefore, the parties are unable to terminate the
agreement, and one of the parties is still able to achieve its objectives, even in the wake of the
government's declaration of a national emergency due to the 2019 Corona Virus Disease
pandemic, which is covered by force majeure. A contract may only be terminated if a clause
expressly states that the Corona Virus Disease 2019 will cause force majeure.

identified by Presidential Decree Number 12 of 2020 as National Disasters (Cendhani et al.,
2020) Regarding Determining Non-Natural Disasters from the Corona Virus Disease Spread in
2019: First, declare the 2019 Corona Virus Disease-related non-natural disaster a national
emergency; Second, by working with ministries/institutions and regional governments, the task
force for accelerating the handling of the corona virus disease 2019 responds to national disasters
caused by the disease in accordance with Presidential Decree Number 7 of 2020 concerning the Task Force for Accelerating Handling of Corona Virus Disease 2019 as amended by Presidential Decree Number 9 2020 concerning Amendments to Presidential Decree Number 7 of 2020 concerning the Task Force for the Acceleration of Handling Corona Virus Disease 2019; Third: As leaders of the task force tasked with accelerating the regional response to the Corona Virus Disease 2019, governors, regents, and mayors must take into consideration federal government policies while formulating regional policy. Additionally, the fourth and final point is that this presidential decree will take effect on the stipulated date.

**Form of Emergency Clause (Force Majeure) in an Agreement**

A force majeure clause is meant to protect one party against losses brought on by an act of God, such as a hurricane, earthquake, fire, flash flood, rainfall, or other natural disaster, especially in a business contract (Binder, 1995). Sabotage, conflicts, invasions, civil wars, uprisings, revolutions, military coups, terrorism, nationalizations, blockades, embargoes, labor disputes, strikes, and sanctions against a government are examples of events that can occur. In addition to the previously discussed broad kinds of force majeure, there are specific forms of force majeure, which include: 1. Government regulations or laws; 2. oaths; 3. actions of third parties; and 4. strikes.

When considering the duration of a scenario, it can be classified as a force majeure circumstance. These conditions can be further classified into two categories (Berger & Behn, 2019), namely: Force majeur permanen; If, at any point, an accomplishment arising from a contract or agreement is wholly unfeasible or even impossible to repeat, the circumstance is considered perpetual force majeure. For instance, the products that are the subject of the contract are destroyed without the debtor's fault. A debtor is unable to accomplish his goals due to the destruction of property; and Force majeur temporer. If the accomplishments outlined in the agreement cannot be achieved for a period of time, the circumstance is referred to as temporary force majeure. For instance, as a result of a specific incident occurring. Achievements that have not yet been put into practice can be fulfilled after this circumstance ends or is finished.

Additionally, it was clarified that while force majeure does not always constitute grounds for contract cancellation, it might serve as a starting point for discussions aimed at ending or altering a contract's terms. Because every lawfully established agreement is valid as law for the parties who create it, as stated in Article 1338 of the Civil Code (Febbrajo, 2016), agreements and contracts must still be carried out in line with their contents. Therefore, a previously agreed-upon contract remains valid and is legally binding so long as it is not modified by a new contract. A contract cannot be promptly terminated on the grounds of force majeure due to circumstances beyond its control. First and foremost, it is necessary to determine whether the contract clause contains an agreement allowing for a deviation from the terms of the agreement in the case of a force majeure during its implementation. In addition, it is essential to comprehend the specific sort of force majeure that transpired, as specified in the contract provision. There are two different kinds: relative and absolute force majeure. An event or circumstance that completely prevents a party from achieving a goal is known as absolute force majeure. Relative force majeure is a forcing circumstance in which there are still options for accomplishment that are delayed, replaced, or paid for.

Coercive situations can be categorized into several types based on different attributes, as follows (Adler & Borys, 1996): based on causes, that is; Overmacht brought on by naturally
occurring calamities that are out of control and that no one can forecast or stop, including floods, landslides, earthquakes, hurricanes, volcanic eruptions, and so on; Overmacht resulting from emergencies is defined as overmacht brought on by unusual conditions or circumstances, special circumstances that happen quickly and are not predictable in advance, like war, blockades, strikes, epidemics, terrorism, explosions, mass riots, and situations where significant damage to a tool prevents the performance of a duty; Overmacht resulting from the agreement’s object being destroyed or vanished; and Overmacht caused by government policies or regulations, more especially overmacht brought on by a circumstance in which a policy is altered, removed, or a new policy is introduced that affects continuing operations, like the introduction of a central or regional government regulation that makes an object of the agreement.

By definition, i.e., overmacht comes in two flavors: temporary overmacht, which results in an agreement being executed later than intended, and permanent overmacht, which prevents an agreement from being fulfilled or makes it difficult to implement. In such cases, the agreement's accomplishments are only postponed rather than being cancelled or terminated. Relying on the objects, that is: a full overmacht signifies that the debtor cannot satisfy all of the achievements; b. a partial overmacht signifies that the debtor can only satisfy a portion of the achievements. Specifically, according to the subject: Subjective overmacht, which occurs when fulfilling achievements results in implementation difficulties for particular debtors; and Objective overmacht, which occurs when fulfilling achievements makes it impossible for anyone to fulfill achievements, in accordance with the theory of impossibility. In this case, the debtor can still reach their goals, but only if they make enormous, disproportionate sacrifices or face the danger of suffering huge losses. Under the Anglo-Saxon system, this is called hardship, and it gives birth to the right to renegotiate.

Based on scope, i.e: Theft, loss, and climate are examples of general overmacht. Adopting a rule (law or government regulation) is an example of special overmacht. In this instance, it indicates that accomplishments shouldn't be made, not that they cannot be made. Based on other criteria in contract law, namely: The impossibility of it all. When someone can no longer carry out their contract because of events beyond of their control, it is said that their contract is impossible to implement. Consider a contract to sell a house, for example, if the house was destroyed by fire before the buyer had it; this would be unfeasible. This shows that even in cases where there is no fault on the part of the parties, the event occurs in a way that theoretically still permits the parties to carry out their contractual obligations, but in actuality results in a situation where even in the event that the contract's performance is carried out, significant financial, time, or other resource sacrifices will be required. Thus, in the event of doubt in the implementation of this contract, it is still conceivable to carry out, but continuing to enforce it would become problematic; this is in contrast to the impossibility of carrying out a contract, where it is totally impossible to continue; And Frustration (frustration). In this context, frustration refers to dissatisfaction with the contract's intent, specifically when an event occurs that neither party is responsible for and makes it impossible to fulfill the contract's objectives—even though the parties may still be able to carry them out. Due to the fact that the contract's goal can no longer be fulfilled, it is in a frustrated state.

Regarding the types of force majeure, there are four (four) unique types in addition to the common ones, which include war, embargo, military coup, earthquakes, fires, floods, storms, and so on. These types of force majeure are: 1. Government regulations or laws; 2. oaths; 3. third-party behavior; and 4. strikes.
Factors that can be used as reasons for the cancellation of the agreement are reviewed from Article 1320 of the Civil Code

According to Article 1320 of the Civil Code (Kumaralo & Risdalina, 2023), an agreement or contract must meet 4 (four) requirements in order to be legitimate. These specifications are objective as well as subjective. Objective conditions are those that pertain to what will be agreed upon; if the objective criteria are not met, the agreement will be ruled null and void (null and void). Subjective conditions are those that relate to the makers; the agreement may be voidable (canceled) if these subjective conditions are not fulfilled.

A party who feels disadvantaged by the terms of the agreement may request cancellation of the agreement (Sukereni et al., 2023). An agreement may be canceled if: It was made in violation of the subjective requirements listed in Article 1320 paragraphs (1) and (2) of the Civil Code, which stipulate that an agreement must result from either an error, coercion, or fraud on the part of the parties involved (wilsgebreke) or from their incompetence (ombekwaamheid), in which case it must be canceled (vernietigbaar); Additionally, the agreement is void (nietig) for the reasons that it contravenes certain object requirements, violates the objective conditions for the agreement's validity as outlined in Article 1320 paragraphs (3) and (4), or has prohibited purposes such as being against the law, public order, or morality.

In compliance with the terms of Civil Code Article 1265 (Newman, 1952), If the requirements for cancellation are met, the agreement will be canceled and everything will return to how it was before the agreement ever existed. The existence of a default, which is always regarded as a void condition in an agreement so that the party who feels disadvantaged because the other party is in default can demand cancellation of the agreement, is one of the things that must be taken into consideration as conditions for canceling an agreement. The agreement will be canceled by a judge's decision in compliance with the terms of Article 1266 of the Civil Code, provided that the prosecution for cancellation takes place in court. The agreement may be demanded to be canceled within five years. Furthermore, a cancelable agreement needs to be reciprocal—that is, it ought to grant both parties rights and obligations. While agreements that are void by law are presumed to be null and never occurred, the circumstances listed above are requirements that must be met for agreements to be canceled.

Legal Consequences of Emergency (Force Majeure) in an Agreement

The occurrence of an overmacht incident affects the agreement and the risks that the parties to the agreement must face. Overmacht regulations are present in several of the ideas advanced by experts (Griffiths et al., 1998). "The information that follows will provide more light on how overmacht affects risk and engagement. According to R. Setiawan, forced circumstances stop the engagement's work and have a number of effects, such as: 1. Making it impossible for creditors to demand that accomplishments be fulfilled; 2. Making it impossible for the debtor to be considered negligent and not be obliged to pay compensation; 3. Transferring risk to the debtor; and 4. Making it impossible for creditors to demand the cancellation of reciprocal agreements.

Mariam Darus Badrulzaman; (Fathurrahman, 2021) also mentioned a number of ways that force affects interaction. Even though the engagement itself still exists, forced circumstances cause it to stop working (werking). In this scenario, the following cannot happen: a. The creditor cannot demand that the obligation be fulfilled; b. It cannot be claimed that the debtor is negligent and cannot be sued; c. Creditors cannot request that the agreement be terminated; and d. In a reciprocal agreement, the obligation to carry out counterperformance is extinguished. In other
words, the interaction is still there in theory; all that vanishes is its operational capacity. The fact that the duty still exists in brief, compelling circumstances is significant. In the event that the compelling circumstances end, the agreement may once more be implemented; And e. The following are some things you should be aware of in relation to this forcing situation: a. The debtor is not permitted to use an exception to express the existence of a compelling situation; and b. The judge is not permitted to deny a claim based on force majeure because the debtor is responsible for proving its existence.

In summary, the following are the general legal ramifications of force majeure (Nwedu, 2021): 1. An event that is classified as force majeure may affect the parties to an agreement, even though the party that is unable to execute is not considered to be in default; 2. This means that in the event of a force majeure, the debtor is released from payment obligations, and in a reciprocal contract, the creditor is unable to demand the annulment of the agreement because it is considered void; 3. Indonesian contract law upholds the concept of pacta sunt servanda, with the requirement of good faith as an exemption for cases of force majeure; And 4. Article 1338, paragraph (3) of the Civil Code establishes the good faith concept (good faith; to gooeder trouw; de bonne foi). It's basically a general guideline that immediately complies with the pacta sunt servanda principle.

**Legal Remedies to be Taken If the Parties Cancel an Agreement Due to an Emergency (Force Majeure)**

Our positive law has made many dispute resolution options available; the Indonesian legal system provides both litigation-based and non-litigation-based conflict settlement procedures. Law Number 30 of 1999 respecting Arbitration and Alternative Dispute Resolution (ADR) informs us of the existence of Alternative Dispute Resolution (ADR) as a means of resolving disputes outside of court (Menkel-Meadow, 2015). The definition of Alternative Dispute Resolution (ADR) as defined by Law Number 30 of 1999 governing Arbitration and ADR is as follows: ADR is a body that uses established processes to settle disagreements or conflicts. This is the definition of ADR. parties, namely resolving disputes outside of court through consultation, mediation, conciliation, or expert assessment.

Since resolving disputes without going to court is far more effective and efficient (Trinder & Kellett, 2007), a variety of extrajudicial dispute resolution (or settlement) techniques have emerged recently. These methods are called alternative dispute resolution, or simply ADR: Initially, arbitration Article 1 paragraph 1 of Law Number 30 of 1999 states that "arbitration is a method of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the parties to the dispute." Arbitration is used to anticipate disputes that may occur or are now experiencing disputes that cannot be addressed by consultation, discussion, or third parties in order to prevent resolving problems in court. The Indonesian National Arbitration Board—abbreviated—was established to facilitate arbitration-based settlements. The Supreme Court of Indonesia has accepted the Indonesian National Arbitration Board’s method for settling conflicts outside of court; Discussion Ficher & Ury; (Rivas, 2020) define negotiation as two-way communication intended to bring parties with similar or dissimilar interests to an agreement. This is consistent with Susanti Adi Nugroho; (Ro’fah Setyowati & Susilowati, n.d.) claim that negotiation is a bargaining process that involves engaging in dynamic communication and engagement with another party in order to reach an agreement with them in order to resolve or find a solution to the problems that both parties are facing. According to Supreme; (Sukaenah & Rusli, 2020) Court Regulation Number 1 of 2016 about Mediation Procedures in Court, mediation
is a procedure of settling conflicts when parties negotiate a settlement and come to an agreement with the mediator’s help. Through a system of compromise (compromise) between the parties, mediation (mediation) is conducted, and the third party serving as the mediator just serves as a facilitator and assistance. Mediation is followed by conciliation. The mediator changes function to become a conciliator. In this instance, the conciliator has a more active role in looking for and presenting to the parties various ways of dispute resolution. The conciliator’s recommendation will become a resolution if both parties can agree on it; and Expert Assessment: This technique involves the parties seeking expert opinions or evaluations on the matter at hand in order to resolve disagreements. This matter is governed in the Indonesian legal system by Law Number 48 of 2009 concerning Judicial Power, as stated in Articles 58 and 60, in addition to the previously mentioned Law Number 30 of 1999-based conflict settlement method. The most important thing is to figure out how to settle conflicts through mediation. If the procedures outlined in Law Number 30 of 1999’s Article 6 paragraph (7) are successfully followed, a series of extrajudicial dispute resolution procedures will conclude with an agreement or state of peace between the parties.

In contrast, litigation resolution is a method of resolving disputes in court where all parties must justify their positions in front of the judge. A decision outlining a win-lose solution is the end outcome of resolving a dispute through litigation. This lawsuit path involves more formal (extremely formalistic) and very technical (very technical) procedures. According to J. David Reitzel, "there is a long wait for litigants to get trial," let alone to obtain a ruling with long-term legal implications; at only one courthouse, you must wait in line to settle a dispute. (Margono, n.d.) holds the following views: 'Litigation is a lawsuit over a conflict that is ritualized to replace the real conflict, wherein the parties present two conflicting options to a decision maker.

In addition to the requirements included in the Civil Code, Indonesia also accepts the term "hardship," which has its roots in the Common Law System and is expressed in UNIDROIT (Unification du droit privé). The UNIDROID (Unification du droit private) is an intergovernmental organization that creates international treaties, legal models, and a set of guiding principles, norms, and guidelines with the goal of harmonizing private law internationally across national borders. UNIDROID, or Unification du droit privé, was reestablished in 1940 as a result of the League of Nations’ dissolution. The organization had first been founded in 1926 as a part of the League of Nations. The United Nationsification du droit privé (UNIDROID) has 63 members as of 2019, Indonesia being one among them.

This is because Indonesia joined the International Institute for the Unification of Private Law in accordance with Presidential Regulation Number 59 of 2008 concerning Ratification of the Status of the Organization. As a result, the principles of contract law developed by this organization may be applied in Indonesia, specifically in Articles 6.2.2 and 7.1.7 Unification du droit private (Bonell, 1997), which address poverty and contract frustration. In answer to a request for other options, Agus Yudha Hernoko shared his opinions regarding the following: Article 6.2.3 of Unification du droit privé governs hardship that has an impact on the parties’ contracts legally. 1. The aggrieved party may request that the terms of the agreement be renegotiated with the other party. 2. A request for renegotiation does not automatically grant the aggrieved party the right to halt the implementation of the contract; 3. The parties may file a lawsuit if the negotiations are not resolved within a reasonable amount of time; and 3. The request must be made as soon as possible, providing the (legal) justification. 4. If the court finds that hardship has occurred, it may choose to
either: a. terminate the agreement at a specified time and date; or b. alter the agreement by putting it back in balance.

**CONCLUSION**

In terms of an agreement's emergency clause (also known as the force majeure clause), it may be said that it takes the form of a standard clause. Given that it is located in the primary agreement, it might be considered a clause in an agreement. This provision is connected to the main agreement as an accessory (extra) agreement; it is not independent as an additional agreement. The following are examples of special emergencies: a. laws or government regulations; b. oaths; c. actions of third parties; and D. strikes.

Meanwhile, Article 1245 of the Civil Code, which governs cancellation of contracts in force majeure situations, explains how emergency situations (also known as force majeure) are regulated under Indonesian civil law. In such cases, interest and compensation for losses may be waived. However, in order to fulfill their responsibilities under a contract or agreement, the parties must be able to prove that they are faced with legitimate obstacles.

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