

Oleh

:

Wihelmus Rio Resandhi¹ dan Tata Wijayanta²

INTISARI

Tujuan penelitian ini adalah mengetahui dan mengkaji upaya hukum yang dilakukan oleh PT Donggi-Senoro LNG dengan Marson Sirande dalam penyelesaian sengketa gugatan wanprestasi ikatan dinas serta menganalisis pengadilan mana yang mempunyai kompetensi absolut dalam penyelesaian wanprestasi ikatan dinas tersebut.

Penelitian ini merupakan penelitian hukum normatif. Bahan penelitian berasal dari bahan hukum primer, sekunder, dan tersier. Cara pengumpulan data dilakukan dengan melakukan dokumentasi terhadap bahan penelitian, sedangkan alat penelitian melalui studi dokumen. Analisis data dilakukan dengan analisis kualitatif.

Hasil penelitian menunjukkan bahwa upaya hukum yang dilakukan oleh PT Donggi-Senoro LNG dengan Marson Sirande dalam penyelesaian sengketa gugatan wanprestasi ikatan dinas saat ini berada pada tahap kasasi sehingga permasalahan belum selesai karena belum mempunyai kekuatan hukum tetap (*inkracht van gewijsde*). Putusan Hakim Pengadilan Tinggi harus dianggap benar hingga terbitnya putusan kasasi, meskipun analisis penulis menjelaskan bahwa pengadilan yang mempunyai kompetensi absolut penyelesaian gugatan wanprestasi ikatan dinas PT Donggi-Senoro LNG adalah Pengadilan Negeri karena hubungan hukum yang terjadi bukan hubungan industrial sehingga merupakan hubungan hukum biasa serta perjanjian ikatan dinas berbeda dengan perjanjian kerja.

Kata Kunci : Gugatan Wanprestasi, Ikatan Dinas, Kompetensi Absolut.

¹ Wihelmus Rio Resandhi, mahasiswa S2 Program Studi Magister Ilmu Hukum Kampus Jakarta, Fakultas Hukum Universitas Gadjah Mada (wilhelmusrio@mail.ugm.ac.id). Wihelmus Rio Resandhi merupakan kuasa hukum PT Donggi Senoro-LNG

² Tata Wijayanta, Dosen S2 Program Studi Magister Ilmu Hukum Kampus Jakarta, Fakultas Hukum Universitas Gadjah mada, (wijayanta@mail.ugm.ac.id)

*The Senororo LNG Breach of Contract Lawsuit of the Tenure
Agreement by PT Donggi-Senoro LNG Associated with Absolute Competence of Court
(Comparative Study Makassar District Court Decision Number 442/PDT.G/2019/PN
MKS and Makassar High Court Decision Number 32/PDT/2021/PT MKS)*

By

Wihelmus Rio Resandhi³ and Tata Wijayanta⁴

Abstract

The purpose of this study is to know and study legal effort made by PT Donggi-Senoro LNG with Marson Sirande in the dispute over the breach of contract lawsuit of the tenure agreement and analyze which court has absolute competence in resolving the dispute over the breach of contract lawsuit of that tenure agreement.

This research is a normative legal research. The research material comes from primary, secondary, and tertiary legal materials. The method of collecting data is documenting the research material, while the research tool is literature review. The data analysis is done by qualitative analysis method.

The results of the research shows that the legal effort made by PT Donggi-Senoro LNG with Marsion Sirande in the dispute over breach of contract of the tenure agreement is currently in the cassation stage, therefore the problem has not been resolved because it have not become legally binding (inkracht van gewijsde). The decision of the high court judge must be considered as a correct decision until decision of cassation appears, although the author's analysis explain that the court that has the absolute competence to settle the the dispute over the breach of contract of the tenure agreement by PT Donggi-Senoro LNG is the district court because the legal relation that took place was not industrial relation, but was an ordinary legal relation and futhermore, its found that tenure agreement is different from employment agreement.

Keywords : default lawsuit, tenure agreement, absolute competence

³ Wihelmus Rio Resandhi, master of law student in Jakarta Kampus, faculty of law Universitas Gadjah Mada, (wihelmusrrio@mail.ugm.ac.id). Wihelmus Rio Resandhi is the lawyer of PT Donggi Senoro-LNG

⁴ Tata Wijayanta, lecture of master of law study program in Jakarta campus, faculty of law Universitas Gadjah mada, (wijayanta@mail.ugm.ac.id)