

**PENGAKHIRAN KERJA SAMA JOINT VENTURE PENANAMAN MODAL ASING
MELALUI MEKANISME PENGAMBILALIHAN PERUSAHAAN**

Oleh:

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INTISARI

Penelitian ini bertujuan untuk menganalisis pengakhiran kerja sama *joint venture* penanaman modal asing melalui pengambilalihan perusahaan. Adapun rumusan masalah yang akan dibahas meliputi: 1) Bagaimana keabsahan mekanisme pengakhiran kerja sama *joint venture* penanaman modal asing antara grup AA dan grup BB dalam PT. XYZ secara hukum? dan 2) Bagaimana perlindungan hukum terhadap pihak-pihak dalam kerja sama *joint venture* penanaman modal asing PT. XYZ dapat dilakukan?

Penelitian ini merupakan penelitian yuridis normatif. Data yang digunakan berupa data Sekunder yang berasal dari Peraturan perundang-undangan, buku-buku, dan literatur hukum. Analisis hasil penelitian yang digunakan dalam penelitian ini menggunakan pendekatan normatif kualitatif berdasarkan data yang diperoleh yang kemudian selanjutnya dikembangkan melalui pendekatan berpikir secara induktif dan analisa perbandingan hukum.

Berdasarkan penelitian, penulis menyimpulkan bahwa: 1) Pengakhiran kerja sama *joint venture* penanaman modal asing dilakukan melalui pengakhiran perjanjian *joint venture* yang menjadi dasar kerja sama tersebut. Dalam hal perjanjian tersebut tunduk pada hukum asing seperti dalam halnya Perjanjian *Joint Venture* PT. XYZ, walaupun obyek yang diatur adalah perusahaan badan hukum Indonesia, maka pengakhiran dilakukan secara serta merta dalam kerangka dua hukum yang berbeda, yaitu hukum negara yang mengatur perjanjian dan hukum negara asal perusahaan *joint venture*, dan 2) Perlindungan pemegang saham dalam kerja sama *joint venture* PT. XYZ dapat dilakukan dengan dua kerangka. Pertama, kerangka perlindungan melalui ketentuan hukum yang berlaku, dan kedua, kerangka perlindungan melalui ketentuan yang disepakati dalam perjanjian pemegang saham. Sebagai catatan perlindungan dengan kedua kerangka ini tidak serta merta otomatis didapatkan pemegang saham, namun harus dituangkan dalam ketentuan anggaran dasar maupun penyusunan pasal-pasal perjanjian *joint venture*.

Kata Kunci: Pengambilalihan Perusahaan, *Joint Venture*, Penanaman Modal Asing,

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TERMINATION OF FOREIGN INVESTMENT JOINT VENTURE COOPERATION THROUGH COMPANY ACQUISITION MECHANISM

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ABSTRACT

This study aims to analyze the termination of foreign investment joint venture cooperation through company acquisition. The formulation of the problem to be discussed includes: 1) How is the legal validity of the mechanism for terminating joint venture cooperation for foreign investment between group AA and group BB in PT. XYZ? and 2) How is the legal protection of the parties in the joint venture cooperation for foreign investment PT. XYZ can be done?

This study is a normative juridical study. The data used is in the form of secondary data derived from laws and regulations, books, and legal literature. The analysis of research results used in this study uses a qualitative normative approach based on the data obtained which is then further developed through an inductive thinking approach and comparative legal analysis.

Based on the study, the author concludes that: 1) The termination of foreign investment joint venture cooperation is carried out through the termination of the joint venture agreement on which the cooperation is based. In the event that such agreement is subject to foreign law as in the case of the Joint Venture Agreement of PT. XYZ, even though the object regulated is company under Indonesian law, then termination is carried out at the same time within the framework of two different laws, namely the law of the country governing the agreement and the law of the country of origin of the joint venture company, and 2) Protection of shareholders in joint venture cooperation PT. XYZ can be done with two frameworks. First, through applicable legal provisions, and second, through the terms agreed in the shareholder agreement. For further note, protection within these two frameworks is not automatically obtained by shareholders but must be enacted in the provisions of the Articles of Association and the terms in the joint venture agreement.

Keywords: *Company Acquisition, Joint Venture, Foreign Investment*

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