

ANALISIS YURIDIS MENGENAI TANGGUNG JAWAB PT PERTAMINA INTERNATIONAL SHIPPING DALAM PELAKSANAAN PERJANJIAN *TIME CHARTER PARTY*

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INTISARI

Penelitian ini menganalisis pelaksanaan perjanjian *Time Charter Party* pada PT Pertamina International Shipping, upaya hukum, dan pertanggungjawaban perdata terhadap wanprestasi ditinjau dari KUHD, KUHPperdata, Undang-Undang No. 17 Tahun 2008 tentang Pelayaran, dan Peraturan Pemerintah Nomor 22 Tahun 2011 tentang Angkutan di Perairan.

Penelitian ini merupakan penelitian normatif empiris yang bersifat deskriptif. Penelitian dilakukan dengan menganalisis data primer yakni studi lapangan melalui wawancara serta data sekunder yakni studi kepustakaan dari sumber hukum primer berupa KUHD, KUHPperdata, UU Pelayaran, dan PP Angkutan di Perairan. Bahan hukum sekunder berupa buku, jurnal/penelitian hukum, berita, dan internet yang relevan serta bahan hukum tersier berupa Kamus Besar Bahasa Indonesia.

Kesimpulan dari penelitian ini yaitu PT Pertamina International Shipping harus cermat dalam penerapan asas *Lex Specialis Derogate Legi Generalis* supaya dalam pengambilan keputusan dilakukan dengan langkah yang tepat. Sebab, terdapat perbedaan antara pengaturan di dalam KUHD dan KUHPperdata seperti penerapan menyewakan kembali dan pemutusan perjanjian sepihak. Selanjutnya, perihal wanprestasi maupun perbuatan melawan hukum pada PT Pertamina International Shipping, diselesaikan secara *win-win solution* melalui klaim oleh divisi operasi merujuk kepada Pasal 462 – 487 KUHD maupun musyawarah mufakat. Namun, apabila dalam perkembangannya terdapat sengketa yang tidak selesai melalui penyelesaian tersebut, PT Pertamina International Shipping telah mengatur mengenai alternatif penyelesaian sengketa dalam Pasal 26.7 *Time Charter* Pertamina. Harapannya, para pihak dapat terus bertanggung jawab untuk memenuhi prestasi maupun pemberian kewajiban ganti rugi supaya terciptanya hubungan yang baik dan persaingan yang sehat antar industri logistik dan pelayaran di Indonesia.

Kata Kunci: Perjanjian, Carter Kapal, Carter Menurut Waktu, Wanprestasi, Perbuatan Melawan Hukum.

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***JURIDICAL ANALYSIS REGARDING THE RESPONSIBILITIES OF PT
PERTAMINA INTERNATIONAL SHIPPING IN
IMPLEMENTATING TIME CHARTER
PARTY AGREEMENT***

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ABSTRACT

This research analyzes the implementation of the Time Charter Party agreement at PT Pertamina International Shipping, legal remedies, and civil liability for default in terms of the Commercial Code, Civil Code, Law Number 17 of 2008, and Government Regulation Number 22 of 2011 concerning Transportation on Waterways.

This empirical normative study is considered descriptive research. The research was carried out by analyzing primary data, namely field studies through interviews and secondary data, namely literature studies from primary legal sources in the form of the Commercial Code, Civil Code, Shipping Law, and Regulation on Water Transport. Secondary legal materials are used in the form of relevant books, legal journals/research, news and the internet as well as tertiary data in the form of the Big Indonesian Dictionary.

*It is concluded that PT Pertamina International Shipping must be careful in implementing the *Lex Specialis Derogate Legi Generalis* principle so that decision-making is carried out with the right steps. This is caused by the differences between the regulations in the Commercial Code and the Civil Code, such as the implementation of sublet and unilateral termination of agreements. Furthermore, regarding the default or tortious act in PT Pertamina International Shipping, it was resolved in a win-win solution through claims by the operations division referring to Articles 462 – 487 of the Criminal Code and consensus deliberation. However, if in its development there is a resolution that has not been completed through this settlement, PT Pertamina International Shipping has regulated Alternative Dispute Resolution in Article 26.7 of Pertamina's Time Charter. Hopefully, the parties can continue to be responsible for fulfilling their achievements and providing compensation obligations to create good relations and healthy competition between the logistics and shipping industries in Indonesia.*

Keywords: Agreement, Ship Charter, Time Charter Party, Default, Tortious Act.

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