

LEGAL PROTECTION TO THE FRANCHISEE IN FRANCHISE AGREEMENT FRANCHISE ANALYSIS OF PRIMA MACELL IN YOGYAKARTA

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ABSTRACT

The purpose of the research was to find out whether legal protection to the franchisee in franchise agreement in Prima Macell has fulfilled the principles of legal protection and the reason franchisor permits the violation conducted by franchisee.

The research was empirical juridical legal research, wherein in analysing this problem by looking for the fact given in field concerning on document of franchise agreement in Prima Macell of which then was associated to the *das sollen*/ normative relating to the legal protection of the parties in the agreement. Primary data was directly gained from respondents as primary source through interview, whereas secondary data was gained through exploration of literatures existing in library.

The result of research shows the legal protection to the franchisee in franchise agreement in Prima Macell has fulfilled the principles of legal protection, i.e. principle of legal certainty, justice and utility on the ground it has fulfilled the Article 1320 of Civil Code on the validity conditions of agreement and has been obedient to the Governmental Regulation Number 42 of 2007 on Profit Corporation. Franchisor permits the violation conducted by franchisee on the ground franchisor has willingness to keep on connecting the harmonious relationship to the franchisee, in addition as well as the reputation is maintained. Thus the permit of violation is not merely a manifestation of legal protection to the franchisee because instead the franchisor's right is violated by franchisee.

Keywords: Franchisor, Franchisee, Franchise Agreement

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