

JURIDICAL ANALYSIS OF TAKE OR PAY CLAUSE IN GAS SUPPLY AGREEMENT

Abstract

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In this study, main purpose that expected by the author is to analyze the take or pay clause in the Gas Supply Agreement related to profits and losses with PT PLN (Persero) and PT PJB and to provide input regarding clauses that possible to developed in the Gas Supply Agreement therefore the interest of PT PLN (Persero) and PT PJB can be protected

This research is a normative study, it was conducted by reviewing and describing library materials, such as literature, legislation and interview results that associated with interviewees and respondents who were related to the issues.

The results showed that the take or pay clause used in the gas sale and purchase agreement at PT PLN (Persero) and PT PJB, is a clause that stipulates the minimum payment obligation by the seller to the buyer, accompanied by gas extraction or not, with a long agreement period (long terms) and unchanged agreement prices during the sale and purchase agreement are still ongoing, which provide benefits in the form of certainty of production from the seller for the supply of gas according to the needs of PT PLN (Persero) and on the other hand the losses are in the form of minimum liabilities followed by liabilities minimum payment with gas risk that has been paid, taken or not, no refunds, and penalties in the event that the amount of gas is not in accordance with the minimum amount of extraction and additional clauses, which regulate contract extension and financial compensation as a substitute n gas not taken in the current year.

Kata Kunci : *Gas Supply Agreement, Take or Pay Clause*

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