

## ASAS KESEIMBANGAN DALAM KLAUSULA BAKU (STUDI :KEWENANGAN NOTARIS DALAM LEGALISASI AKTA PERJANJIAN JUAL BELI SCRAP PT PERTAMINA RU IV CILACAP DENGAN VENDOR)

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### INTISARI

Berdasarkan Perjanjian Jual Beli *Scrap* antara PT PERTAMINA RU IV CILACAP dengan vendor, tujuan penelitian ini adalah untuk mengetahui dan mengkaji klausula baku Perjanjian Jual Beli *scrap* yang belum memenuhi asas keseimbangan sehingga PT PERTAMINA RU IV CILACAP mengalami kerugian dalam pelaksanaannya dan untuk mengetahui dan mengkaji Peran dan kewenangan Notaris di Cilacap jika dihadapkan dengan klausula baku yang ditetapkan perusahaan BUMN khususnya PT PERTAMINA RU IV CILACAP.

Penelitian ini memiliki sifat penelitian yaitu deskriptif dengan pendekatan yuridis empiris. Cara pengumpulan data, dilakukan dengan cara penelitian kepustakaan dan penelitian lapangan. Penelitian kepustakaan dilakukan dengan cara studi dokumenter, yaitu mengumpulkan bahan-bahan berupa literatur atau buku tentang perjanjian, perikatan dan asas keseimbangan, peraturan perundang-undangan, dokumen lain seperti surat Perjanjian Jual Beli *Scrap*, yang mempunyai hubungan dengan perumusan masalah yang sedang diteliti. Penelitian lapangan, dilakukan dengan cara komunikasi langsung berupa pedoman wawancara.

Berdasarkan hasil penelitian bahwa ketidakseimbangan Perjanjian Jual Beli Scrap No.068/E14000/2011-SO terjadi disebabkan, tidak ada pemberitahuan sampe jangka waktu berakhirnya pelaksanaan Perjanjian Jual Beli yang terdapat di dalam Pasal 5, yang menyatakan 90 hari itu belum secara detail menjelaskan mengenai jangka waktu perizinan dan masih lemahnya Perjanjian Jual Beli Scrap yang ditandai hanya ditandatangani oleh para pihak saja. Seharusnya, untuk melindungi para pihak dan memberikan rasa aman setidaknya ditandatangani oleh para pihak ataupun dilegalisasi, agar meminimalisir resiko dikemudian hari. Berdasarkan hasil penelitian bahwa Notaris Cilacap berwenang melegalisasi namun, substansi isi Perjanjian Jual Beli Notaris tidak bertanggungjawab secara moriil.

**Kata kunci** : Asas Keseimbangan, Perjanjian Jual Beli Scrap, Kewenangan Notaris dalam Legalisasi

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**BALANCE PRINCIPLE IN STANDARD CLAUSES (RESEARCH: NOTARY  
AUTHORITY IN LEGALIZING THE SALES OF SCRAP AGREEMENT  
BETWEEN PERTAMINA RU IV CILACAP AND VENDOR)**

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**ABSTRACT**

Based on the sale of scrap agreement between Pertamina RU IV Cilacap and Vendor, this research purpose is to ascertain, and examines the standard clauses of sales of scarp agreement, which do not fulfill the balance of principle, which in the end bring harm toward PERTAMINA RU IV CILACAP, and this research is also aim to review the role, and authority of a Notary in Cilacap, if being given with the same standard clause that BUMN set, or in particular PERTAMINA RU IV CILACAP Specified.

This research have a descriptive characteristic, with empirical juridical approach. The way the data being collected was with library, and field study. Library study being conduct with documentary study, which is collecting literature, or books about: agreement, engagement, balance principle, legislation, and other document such as The Contract of Sale of Scrap Agreement, which had a connection with the problem definition being studied. Field study being conduct through direct communication which follow the interview guidelines.

Based on the research, disproportion of the sales of scrap agreement No. 068/E14000/2011-SO occur due, lack of notice until the expiration of the buy and sales agreement contained in article 5, which said 90 day, and that alone was not explain the duration of permits in details, and also the sales of scrap agreement was rather infirm, indicated by the signature being found, only by both parties. Supposedly, to protect all parties, and to provide a sense of security, it should be sign by all parties or being legalize, in order to minimize the risk later. Based on the research Cilacap Notary had the authority to legalize it, but for the substance content of the Buy and Sales agreement, Notaries are not held responsible morally.

**Keywords:** Balance Principle, The Sales Of Scrap Agreement, Notary Authority In Legalizing