

KONTRAK PEKERJAAN PENAMBANGAN BATUBARA NOMOR 01/CK-BT/KON-TAMB/XII/2006 YANG BERKLAUSULA ARBITRASE (ANALISIS PUTUSAN MAHKAMAH AGUNG NOMOR 396 K/PDT.SUS/2010 TERHADAP PENETAPAN PENGADILAN NEGERI JAKARTA SELATAN NOMOR 270/Pdt.P/2009/PN.Jkt.Sel)

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INTISARI

Penelitian ini bertujuan untuk mengkaji Putusan Mahkamah Agung RI. No. 396 K/PDT.SUS/2010 dalam memberikan dasar pertimbangan yang berbeda berkaitan dengan kewenangan dalam penyelesaian sengketa kontrak pekerjaan yang berklauseula arbitrase serta akibat hukum putusan Mahkamah Agung tersebut terhadap Kontrak Pekerjaan Penambangan Batubara No. 01/ CK-BT/KON-TAMB/XII/2006. Sifat penelitian ini merupakan penelitian hukum normatif, yakni penelitian yang difokuskan untuk mengkaji penerapan atau kaidah-kaidah atau norma-norma dalam hukum positif. Penelitian hukum normatif menggunakan data sekunder yaitu melalui jenis penelitian kepustakaan.

Hasil penelitian ini adalah Mahkamah Agung menilai penggunaan Pasal 54 dan 57 UU Arbitrase & APS tidak tepat, karena pasal tersebut tidak mempunyai sanksi batalnya putusan. Mahkamah Agung menilai Pasal 70 UU Arbitrase & APS merupakan pasal yang tepat. Mahkamah Agung menilai bahwa pemohon pembatalan putusan arbitrase adalah perkara contentiosa bukan merupakan perkara voluntair. Putusan Mahkamah Agung RI. No. 396 K/PDT.SUS/2010 yang berkekuatan hukum tetap memberikan akibat hukum terhadap Kontrak Pekerjaan Penambangan Batubara No. 01/ CK-BT/KON-TAMB/XII/2006.

Berdasarkan hal tersebut maka disimpulkan bahwa: 1) Putusan Mahkamah Agung RI. No. 396 K/PDT.SUS/2010 memberikan dasar pertimbangan yang berbeda dengan Pengadilan Negeri Jakarta Selatan berkaitan dengan kewenangan pengadilan negeri dalam penyelesaian sengketa kontrak pekerjaan yang berklauseula arbitrase. 2) Akibat hukum Putusan Mahkamah Agung RI. No. 396 K/PDT.SUS/2010 terhadap Kontrak Pekerjaan Penambangan Batubara No.01/CK-BT/KON-TAMB/XII/2006 adalah kontrak pekerjaan tersebut mempunyai kekuatan hukum tetap yang harus dilaksanakan sesuai isi putusan. Saran dalam penelitian ini: 1) Pengadilan diharapkan harus melaksanakan tugas dan kewenangannya sesuai dengan yang ditentukan oleh undang-undang. 2) Pihak yang kalah dalam putusan harus mempunyai itikad baik dalam melaksanakan isi putusan.

Kata kunci: Kontrak Pekerjaan, Putusan, Arbitrase, Klausula Arbitrase

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WORK CONTRACT OF COAL MINING NUMBER 01/CK-BT/KON-TAMB/XII/2006 CONTAINING ARBITRATION CLAUSES (ANALYSIS OF THE DECISION OF SUPREME COURT 396 K/PDT.SUS/2010 CONCERNING THE STIPULATION OF THE DISTRICT COURT OF SOUTH JAKARTA SELATAN NUMBER 270/Pdt.P/2009/PN.Jkt.Sel)

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ABSTRACT

This research aims at examining the Decision of the Supreme Court of the Republic of Indonesia Number 3396 K/PDT.SUS/2010 in providing a basis for different considerations in relation to the authority to settle the dispute of work contract containing arbitration clauses and the legal consequences of the decision of the Supreme Court on the Work Contract for Coal Mining Number 01/ CK-BT/KON-TAMB/XII/2006. This research belongs to a normative legal research, a research focusing on examining the application norms in positive law. The normative legal research uses secondary data through literature research.

The results of this study indicated that the Supreme Court considered the use of Articles 54 and 57 of Law concerning Arbitration & ADR inappropriate because the articles did not contain sanctions, which might result in the cancellation of the decision. The Supreme Court considered that Article 70 of Law concerning Arbitration & APS appropriate. The Supreme Court considered that the applicant for the cancellation of the arbitration decision was for a contentious case, not a voluntary matter. The Decision of the Supreme Court of the Republic of Indonesia Number 396 K/PDT.SUS/2010, which has a legal force, still have legal consequences to the Work Contract for Coal Mining Number 01/CK-BT/KON-TAMB/XII/2006.

Based on the aforementioned explanation, it can be concluded that: 1) the Decision of the Supreme Court of the Republic of Indonesia No. 396 K/PDT.SUS/2010 provides a basis for different consideration form the District Court of South Jakarta in relation to the authority of the district court in the settlement of dispute of the work contracts containing arbitration clauses. 2) The legal consequences of the Decision of Supreme Court of the Republic of Indonesia Number 396 K/PDT.SUS/2010 concerning the Work Contract for Coal Mining Number 01/ CK-BT/KON-TAMB/XII/2006 is that the work contract has a permanent legal force to be undertaken in accordance with the content of the decision. This research suggests that: 1) It is expected that law enforcement institutions, in this case the court, perform their duties and authorities in accordance with those stipulated by law. 2) The injured party in the decision must have good faith in implementing the content of the decision.

Keywords: Work Contract, Decision, Arbitration, Arbitration Clauses

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