

## **Abstrak**

Asas iktikad baik, berfungsi sebagai landasan perjanjian harus berdasarkan iktikad baik, menambah atau melengkapai perjanjian yang tidak tegas mengatur hak dan kewajiban pihak perjanjian dan membatasi atau meniadakan alasan - alasan dalam kontrak yang dirasa tidak adil. Di Indonesia, Asas iktikad baik diatur dalam pasal 1338 ayat 3 KUHPer, namun definisi pasti dari asas ini masih diperdebatkan banyak ahli hukum. Iktikad baik sudah harus ada sejak fase pra perjanjian dimana para pihak mulai melakukan negosiasi hingga mencapai kesepakatan, fase pelaksanaan kontrak dan pasca kontrak. Pelaksanaan asas iktikad baik pada hakikatnya merupakan bentuk penghormatan terhadap keadilan. Berdasarkan hasil penelitian, perjanjian pengalihan saham PT. BPR CAR kepada PT. Tehate belum memenuhi asas itikad baik.

## **Abstract**

Good faith principle, used as agreement foundation must be based on good faith, increase, or complete an agreement that doesn't strictly control the right and responsibility of anyone involve and limit or erase reasons of agreement that feel unjustified. In Indonesia, good faith principle regulated in article 1338 subsection 3 KUHPer, but this principle's definition still being debated by law practitioners. Good faith principle must be present since the beginning of agreement (Pre-contractuale) where all sides involve must negotiate until found an agreement, contractuale phase and post contractuale phase. The implementation of good faith principle is actually a form of respect designated for justice. based on research, the agreement of stock trade between PT. BPR CAR and PT Tehate doesn't categorized as an agreement that based on good faith pricipile.