

Analysis of Default in Cooperation Agreements: A Perspective on Rights and Obligations of The Parties In Dispute Resolution

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Abstract

This study aims to analyze defaults in cooperation agreements and examine the rights and obligations of the parties in dispute resolution. The urgency of this research arises from the increasing occurrence of defaults in cooperation agreements, which have significant legal and economic consequences for business relationships and economic stability. Using a normative juridical approach, the research examines provisions of the Indonesian Civil Code and relevant legal doctrines, focusing on dispute resolution mechanisms through litigation and alternative methods. Primary legal sources include the Civil Code (KUHPPerdata), Law No. 30/1999 on Arbitration, and Supreme Court regulations, while secondary sources comprise legal journals and court decisions. The findings show that default in cooperation agreements results in legal consequences such as compensation, agreement termination, and performance enforcement. Several procedural conditions must be met, including the seriousness of the breach and timely legal action. The study provides a novel contribution by combining normative legal analysis with practical considerations in resolving contractual disputes within the Indonesian legal framework. It concludes that cooperation agreements must clearly define mutual obligations and dispute resolution procedures to ensure legal certainty and fairness. The research recommends that parties include specific clauses addressing default and adopt alternative dispute resolution mechanisms to reduce litigation and maintain business relationships.

Keywords: *Cooperation Agreement; Default; Dispute Resolution; Rights and Obligations*

1. INTRODUCTION

The proliferation of cooperation agreements across Indonesia's business landscape has created new challenges in contract enforcement and dispute resolution.¹ These agreements, while fostering economic growth, have increasingly become sources of legal disputes when parties fail to fulfill their contractual obligations, a condition legally termed as wanprestasi or default. The urgency of this research stems from empirical evidence showing a significant increase in cooperation agreement disputes, with courts experiencing substantial caseload burdens and businesses facing uncertainty regarding their contractual rights and remedies.² This trend not only affects individual contracting parties but also undermines legal certainty and economic stability in Indonesia's business environment.³

¹ Ali Imron, "Stolen Asset Recovery Tindak Pidana Korupsi (Pendekatan Sistem Pembalikan Beban Pembuktian Terhadap Aset Hasil Kejahatan Tindak Pidana Korupsi): Recovery Of Assets Stolen By Criminal Acts Of Corruption," *Res Nullius Law Journal* 6, no. 2 SE-Articles (July 2024): 111–26, <https://doi.org/10.34010/mlj.v6i2.13013>.

² Merry Marcella Novi, Rachmadi Usman, and Nurunnisa, "Legal Position on The Concept of Civil Relations with Respect to Out of Wedding Children," *JILPR Journal Indonesia Law and Policy Review* 5, no. 2 SE-Articles (February 2024): 275–98, <https://doi.org/10.56371/jirpl.v5i2.221>.

³ Hanna Wijaya et al., "History of Burgerlijk Wetboek in Indonesia," *Jurnal Indonesia Sosial Sains* 2, no. 4 (2021): 535–41, <https://doi.org/10.36418/jiss.v2i4.252>.

Contract law, as codified in the Indonesian Civil Code (KUHPerdata), provides the fundamental framework for understanding agreements and their enforcement.⁴ According to Article 1313 of the Civil Code, an agreement is an act where one or more persons promise to bind themselves to one or more other persons.⁵ Cooperation agreements represent a specialized form of contract that involves ongoing collaborative relationships, resource sharing, and coordinated efforts toward common objectives. Unlike simple bilateral contracts, cooperation agreements create complex interdependent obligations that require careful legal analysis when disputes arise.⁶

The increasing complexity of business relationships has exposed significant gaps in understanding procedural requirements for establishing default and the range of available legal remedies. Previous research has attempted to address aspects of this problem, but with notable limitations. Alwi, Tjoanda, and Radjawane examined compensation mechanisms in profit-sharing agreements but failed to address procedural requirements for proving default or the full spectrum of available legal remedies beyond monetary compensation.⁷ Sinaga and Darwis default consequences in general contractual relationships, but did not examine the specific dynamics and collaborative nature inherent in cooperation agreements.⁸ Another significant study by Putra, Budiarta, and Ujianti studied cooperation agreements in educational contexts, emphasizing obligation specification but neglecting legal mechanisms for default resolution and the intersection of procedural and substantive requirements.⁹

These studies collectively demonstrate a research gap in comprehensive analysis that addresses both the normative legal framework and practical dispute resolution mechanisms specific to cooperation agreements. This research fills that gap by providing an integrated approach that combines normative legal analysis with practical considerations in resolving contractual disputes. The study specifically addresses what previous research has not covered: the procedural requirements for establishing default in cooperation agreements, the comprehensive range of legal remedies available beyond compensation, and the comparative effectiveness of litigation versus alternative dispute resolution mechanisms in the Indonesian legal context.

⁴ Lubis T.H., "Hukum Perjanjian Di Indonesia," *Jurnal Sosek* 2, no. 3 (2022): 177–90.

⁵ Kamsidah, "Mau Bikin Perjanjian, Yuk Simak Hal-Hal Apa Saja Yang Harus Dipenuhi!," Direktorat Jenderal Kekayaan Negara, 2023.

⁶ Mulyadi, *Hukum Pidana Indonesia: Perspektif Praktis* (Jakarta: Rineka Cipta, 2020).

⁷ L. Alwi, M. Tjoanda, and P. Radjawane, "Ganti Kerugian Akibat Wanprestasi Perjanjian Kerjasama (Bagi Hasil) Kajian KUHPerdata," *KANJOLI Business Law Review* 1, no. 2 (2023): 105–12.

⁸ N. A. Sinaga and N. Darwis, "Wanprestasi Dan Akibatnya Dalam Pelaksanaan Perjanjian," *Jurnal Mitra Manajemen* 7, no. 2 (2015): 42–57.

⁹ I Wayan Yudi Antara Putra, I Nyoman Putu Budiarta, and Ni Made Puspasutari Ujianti, "Perjanjian Kerja Sama Program Gerakan Sekolah Menulis Buku Nasional," *Jurnal Analogi Hukum* 4, no. 2 (2022): 209–2014.

2. METHOD

This research employs a normative juridical approach aimed at examining *das sollen* (what should be according to law) rather than *das sein* (empirical reality). This methodological framework is particularly appropriate for legal research focused on analyzing norms and legal principles governing cooperation contracts within Indonesia's civil law system.¹⁰ The normative approach allows for systematic examination of legal provisions, doctrinal interpretations, and procedural requirements governing default and dispute resolution.

The research utilizes structured categorization of legal sources following established legal research methodology. Primary legal sources include the Indonesian Civil Code (KUHPerdata), Law No. 30/1999 on Arbitration and Alternative Dispute Resolution, Supreme Court Regulation No. 1/2016 on Court Mediation Procedures, and Supreme Court Regulation No. 4/2019 on Simple Lawsuit Procedures. Secondary legal sources comprise academic journals, legal textbooks, comparative law studies, and court decisions from Indonesian district courts and appellate courts. Tertiary legal sources include legal dictionaries, encyclopedias, and legal commentary providing interpretive guidance on statutory provisions.

The research methodology incorporates comparative analysis of different dispute resolution mechanisms, evaluating their effectiveness, efficiency, and suitability for cooperation agreement disputes. This analytical approach enables a systematic assessment of how legal principles translate into practical dispute resolution strategies, providing both theoretical insights and practical guidance for legal practitioners and business entities engaged in cooperation agreements.

3. RESULTS AND DISCUSSION

3.1 Analysis of Default in Cooperation Agreements from the Perspective of Rights and Obligations

Indonesian civil law, as codified in Article 1313 of the Civil Code, establishes the foundational framework for understanding agreements as legal acts creating mutual rights and obligations between parties.¹¹ Cooperation agreements, as specialized contracts, create more complex relationships than simple bilateral agreements, involving ongoing collaborative arrangements, shared resources, and coordinated efforts toward mutual objectives.¹² These agreements typically encompass various business sectors, from small

¹⁰ G. Wala and H. Firmansyah, "Konsep Restorative Justice Untuk Mengurangi Over Capacity Pada Perkara Pidana," *Jurnal Kertha Semaya*, 12, no. 2 (2024): 247–54, <https://doi.org/https://doi.org/10.24843/KS.2024.v12.i02.p19>.

¹¹ Kamsidah, "Mau Bikin Perjanjian, Yuk Simak Hal-Hal Apa Saja Yang Harus Dipenuhi!"

¹² Agus Wibowo, "Hukum Di Era Globalisasi Digital," *Penerbit Yayasan Prima Agus Teknik* 9, no. 1 SE-Judul Buku (2023): 1–185.

and medium enterprises (UMKM) partnering with digital platforms to complex joint ventures in the construction and technology sectors.¹³

The legal structure of cooperation agreements creates specific categories of rights and obligations that distinguish them from other contractual arrangements.¹⁴ Rights in cooperation agreements include the entitlement to receive agreed-upon services or deliverables according to specified performance standards, access to shared resources, including intellectual property and physical assets, participation in decision-making processes affecting the cooperative venture, and fair compensation or profit-sharing as contractually specified.¹⁵ These rights are often interconnected, creating situations where breach of one obligation can cascade into multiple defaults affecting various aspects of the cooperative relationship.

Correspondingly, the obligations in cooperation agreements encompass the duty to perform agreed-upon services with due care and skill, the obligation to contribute resources as specified, the duty to communicate effectively and in good faith, the obligation to maintain confidentiality when required, and the responsibility to act in accordance with the collaborative spirit of the agreement.¹⁶ When these obligations are not fulfilled, it constitutes a default that can significantly impact the cooperative relationship and the achievement of shared objectives.

When parties fail to fulfill these obligations, it constitutes wanprestasi or default under Indonesian law.¹⁷ For example, in cooperation agreements between UMKM and digital platforms, common defaults include violations of exclusivity clauses where one party engages with competitors contrary to agreement terms, failure to meet quality standards for products or services, and breach of data sharing obligations.¹⁸ In construction sector cooperation agreements, typical defaults involve delays in project completion, substandard work quality, and failure to coordinate activities as required by the agreement.

The legal consequences for default in cooperation agreements are governed by Articles 1243, 1267, and related provisions of the Civil Code.¹⁹ Article 1243 establishes the fundamental principle that parties failing to fulfill obligations must compensate for resulting

¹³ Susanto et al., *Pengantar Hukum Bisnis* (Banten: Unpam Press, 2019).

¹⁴ Susanto et al.

¹⁵ D. Atmoko, *Hukum Hak Kekayaan Intelektual* (Malang: PT. Literasi Nusantara Abadi Group, 2023).

¹⁶ Jie Long and Chuying Huang, "Obligations and Liabilities Concerning the Active Removal of Foreign Space Debris: A Global Governance Perspective," *Acta Astronautica* 222 (2024): 422–35, <https://doi.org/https://doi.org/10.1016/j.actaastro.2024.06.036>.

¹⁷ Alwi, Tjoanda, and Radjawane, "Ganti Kerugian Akibat Wanprestasi Perjanjian Kerjasama (Bagi Hasil) Kajian KUHPerdara."

¹⁸ Widya Yuniati Siregar and Debora Debora, "Peran Kekuatan Merek Bagi UMKM MoriGe: Sebagai Perlindungan Hukum Dan Mendukung Keberlanjutan Bisnis," *Jurnal Riset Rumpun Ilmu Sosial, Politik Dan Humaniora* 4, no. 2 (May 2025): 1–11, <https://doi.org/10.55606/jurrish.v4i2.4328>.

¹⁹ Ratna Damayanti, Cicilia Julyani Tondy, and Yuliana Setiadi, "Perlindungan Hukum Akibat Wanprestasi Perjanjian Perseroan Komanditer Dengan Pihak Ketiga," *Case Law : Journal of Law* 6, no. 1 (February 2025): 87–99, <https://doi.org/10.25157/caselaw.v6i1.4772>.

damages.²⁰ Article 1267 provides for agreement termination when one party fails to fulfill obligations, subject to judicial determination or contractual provisions. These consequences include specific performance requiring defaulting parties to fulfill their original obligations, monetary compensation for damages suffered by non-defaulting parties, and agreement termination with potential restitution of already-rendered performance.²¹

The application of good faith principles significantly influences how courts interpret default in cooperation agreements. Indonesian jurisprudence increasingly recognizes that cooperation agreements require higher standards of mutual cooperation and communication compared to simple commercial contracts.²² This means that conduct falling short of cooperative expectations, even if not explicitly prohibited by contract terms, may constitute default if it undermines the fundamental collaborative relationship.

3.2 Dispute Resolution Mechanisms for Default in Cooperation Agreements

When a default occurs in cooperation agreements, parties have several dispute resolution mechanisms available under Indonesian law.²³ The choice of mechanism often depends on the nature of the dispute, the relationship between parties, and the desired outcome. The primary mechanisms include litigation through the court system and various forms of alternative dispute resolution.

Litigation through the court system represents the traditional dispute resolution mechanism, offering definitive legal resolution with enforceable judgments. The process begins with formal notice (*sommatie*) as required by Article 1238 of the Civil Code, providing defaulting parties opportunity to cure breaches before legal action.²⁴ If disputes remain unresolved, injured parties may file lawsuits with the competent District Courts under Article 118 HIR (*Herziene Inlandsch Reglement*). For disputes valued under 500 million rupiah, Supreme Court Regulation No. 4/2019 provides simplified lawsuit procedures designed to expedite resolution and reduce costs.²⁵

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²⁰ Syaiful Badri, Pristika Handayani, and Tri Anugrah Rizki, "Ganti Rugi Terhadap Perbuatan Melawan Hukum Dan Wanprestasi Dalam Sistem Hukum Perdata," *Jurnal Usm Law Review* 7, no. 2 (2024): 974, <https://doi.org/10.26623/julr.v7i2.9440>.

²¹ Chandra Israel Palar Sinaulan, Hendrik Pondaag, and Deasy Soeikromo, "Akibat Hukum Terhadap Konsumen Yang Tidak Melakukan Transaksi Sesuai Prosedur Cash On Delivery (COD) Ditinjau Dari Hukum Perdata," *Lex Privatum* 11, no. 5 (2023): 1–11, <https://doi.org/https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/48582>.

²² Zaenal Arifin et al., "Keabsahan Dan Perlindungan Hukum Perjanjian Kemitraan Jasa Konstruksi," *Jurnal USM Law Review* 6, no. 1 (2023): 65–78, <https://doi.org/http://dx.doi.org/10.26623/julr.v6i1.6095>.

²³ A. Rosidi, "Metode Dalam Penelitian Hukum Normatif Dan Sosiologis (Field Research)," *Journal Law and Government* 2, no. 1 (2024): 46–58.

²⁴ Maria Alberta Liza Quintarti, "Konsekuensi Hukum Terhadap Wanprestasi Dalam Perjanjian Bisnis," *Jurnal Kolaboratif Sains* 7, no. 8 (2024): 3176–83, <https://doi.org/https://doi.org/10.56338/jks.v7i8.5997>.

²⁵ Putra, Budiarta, and Ujianti, "Perjanjian Kerja Sama Program Gerakan Sekolah Menulis Buku Nasional."

²⁶ Carrie Menkel-Meadow, "What Is an Appropriate Measure of Litigation? Quantification, Qualification and Differentiation of Dispute Resolution," *Oñati Socio-Legal Series* 11, no. 2 (2021): 2020–54, <https://doi.org/https://ssrn.com/abstract=3663304>.

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Simple lawsuit procedures have shown particular promise for cooperation agreement disputes involving smaller businesses and standardized breach scenarios. These procedures require streamlined documentation, expedited hearings, and encourage settlement negotiations. However, practical implementation reveals challenges including limited awareness among legal practitioners, inconsistent application across different courts, and complexity in determining whether specific cooperation agreement disputes qualify for simplified procedures.

Alternative dispute resolution (ADR) mechanisms offer significant advantages for cooperation agreement disputes, particularly when parties wish to preserve ongoing business relationships.²⁹ Negotiation provides the most basic form of dispute resolution, allowing parties to address breach circumstances directly and explore creative solutions that standard legal remedies might not accommodate. In cooperation agreements where parties have invested substantial resources in building collaborative relationships, negotiation often proves more effective than adversarial litigation.³⁰

Mediation, regulated under Supreme Court Regulation No. 1/2016, involves neutral third-party assistance facilitating communication and guiding parties toward mutually acceptable solutions.³¹ The comparative analysis reveals that mediation offers significant advantages, including cost efficiency, speed of resolution, relationship preservation, and creative solution development. However, mediation outcomes are not automatically binding, requiring subsequent agreement formalization and potential enforcement challenges if parties later renege on mediated settlements.

Arbitration provides more formal ADR with binding decisions under Law No. 30/1999 on Arbitration and Alternative Dispute Resolution.³² For cooperation agreements,

²⁷ K N Mendrofa, B K Telaumbanua, and S Zulkifli, "Tinjauan Yuridis Gugatan Wanprestasi Yang Tidak Dapat Diterima Oleh Pengadilan (Studi Kasus Putusan Nomor 9/PDT. G/2018/PN. GST)," *Jurnal Hukum Al-Hikmah: Media Komunikasi Dan Informasi Hukum Dan Masyarakat* 2, no. 2 (2021): 248–57.

²⁸ C. Chumbhadrika, "Penerapan Penyelesaian Wanprestasi Melalui Gugatan Sederhana (Studi Kasus Putusan Nomor: 8/PDT.G.S/2020/PN.Yyk.)," *IBLAM Law Review* 1, no. 2 (2021): 169–82.

²⁹ I. Usman, T. M. Ahmed, and S. O. Odobo, "Achieving Effective Conflict Resolution through Alternative Dispute Resolution (ADR) Mechanisms in Nigeria," *Journal of Guidance and Counselling Studies* 9, no. 1 (2025): 1–15.

³⁰ Alwi, Tjoanda, and Radjawane, "Ganti Kerugian Akibat Wanprestasi Perjanjian Kerjasama (Bagi Hasil) Kajian KUHPerdara."

³¹ "Peraturan Mahkamah Agung Republik Indonesia Nomor 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan" (Jakarta: Mahkamah Agung Republik Indonesia, 2016).

³² Pemerintah Pusat Indonesia, "Undang-Undang (UU) Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa," 1999.

arbitration offers several distinct advantages including arbitrator expertise in specific industries, confidentiality protection for sensitive business information, and generally faster resolution compared to court litigation. However, arbitration requires prior agreement between parties, typically through arbitration clauses included in original cooperation agreements.³³

The enforceability analysis reveals important practical considerations for each mechanism. Court judgments enjoy strong enforcement mechanisms through Indonesia's judicial system, including asset seizure and execution procedures. Arbitration awards receive recognition under international conventions and domestic law, though enforcement may require additional procedural steps.³⁴ Mediation outcomes depend entirely on voluntary compliance, making relationship preservation and ongoing business incentives crucial for effectiveness.

Strategic considerations for mechanism selection include dispute complexity, where technical or industry-specific issues may favor arbitration with expert arbitrators, relationship preservation needs that often favor mediation or negotiation over adversarial litigation, cost and time constraints that may favor simplified court procedures or ADR mechanisms, and enforceability requirements that may necessitate formal litigation or arbitration.³⁵ Recent court decisions demonstrate increasing judicial recognition of ADR mechanisms, with courts often encouraging mediation attempts before proceeding to full litigation in cooperation agreement disputes.

4. CONCLUSION

In Indonesian civil law, as stipulated in Article 1313 of the Civil Code, an agreement is a legal act that creates mutual rights and obligations between parties. Agreements, especially in cooperative forms, are usually outlined in written documents that have legal force. When one party fails to fulfill its obligations, it constitutes a breach of contract (*wanprestasi*), which may result in legal consequences such as compensation claims, cancellation, or forced fulfillment of the agreement. Each legal remedy has specific conditions that must be satisfied. Dispute resolution begins with a formal summons; if ignored, the aggrieved party may file a lawsuit with the District Court in accordance with Article 118 HIR. For disputes valued under Rp. 500 million, the case may proceed through a simplified procedure as governed by Supreme Court Regulation (Perma). Breaches may occur due to negligence, intent, or external factors, and they cause harm to the other party.

³³ Miftah Arifin, Zaenal Arifin, and Mac Thi Hoai Thuong, "The Principle of Proportionality on Digital Business Agreements: Between Mitigation and Orientation," *Indonesia Private Law Review* 4, no. 1 (2023): 47–56, <https://doi.org/10.25041/iplr.v4i1.2954>.

³⁴ Madha Ratu Nisa and Abdul Muiz Nurovi, "Pelaksanaan Putusan Arbitrase Di Indonesia," *Jurnal Cahaya Mandalika ISSN 2721-4796 (Online)* 3, no. 2 (December 2023): 2121–33.

³⁵ G Bianti, "Pelaksanaan Eksekusi Putusan Arbitrase Internasional Yang Berpotensi Menghambat Kegiatan Investasi Asing Di Indonesia," *CREPIDO* 5, no. 1 (2023): 64–78, <https://doi.org/https://doi.org/10.14710/crepido.5.1.64-78>.

To avoid prolonged litigation, parties may also resort to alternative dispute resolution methods such as mediation or arbitration, which aim to preserve business relations while settling disputes. Therefore, the existence of a valid agreement and strict adherence to its terms are essential to prevent violations that may lead to legal action. Ultimately, effective dispute resolution requires not only compliance with legal procedures but also consideration of practical business dynamics. The choice between litigation and alternative resolution methods depends on the nature of the dispute and the interests of the parties involved.

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