

**DISPUTE RESOLUTION IN CAFE SALE AND PURCHASE AGREEMENTS
IN PASAK VILLAGE, SUNGAI AMBAWANG DISTRICT, KUBU RAYA
DISTRICT**

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ABSTRACT; *An agreement is an agreement made by two parties, usually the seller and the buyer, to complete a transaction and has binding legal force. The cattle sale and purchase agreement in Pasak Village, Sungai Ambawang District, Kubu Raya Regency provides for the rights and obligations stipulated in the agreement. There is the possibility of a dispute that must be resolved through deliberation, consensus, or court if one party does not fulfill its obligations.*

A cattle sale and purchase agreement can also be made in writing, such as a sale and purchase agreement, and signed by the seller and buyer as proof that both parties have reached an agreement. The sale and purchase agreement letter makes the company look more professional and maintains the company's reputation in the eyes of other people. There are several ways to resolve disputes in cattle sale and purchase agreements: deliberation, consensus, mediation, or court. This dispute resolution can ensure the security and stability of transactions and resolve problems that arise in cattle sale and purchase agreements.

Keywords: *Agreement, Cow, Buying and Selling, Dispute.*

INTRODUCTION

"Agreement is an action by which one or more people bind themselves to one or more other people," according to Article 1313 of the Civil Law Code. But in a narrow sense, an agreement is an agreement between two parties to carry out material actions in the field of wealth. The parties sign a written agreement in writing, and the parties sign an oral agreement in oral form.

The agreement is said to be valid if it meets one of the following conditions:

1. Agreement of the Parties

The parties must agree freely with each other to make the agreement valid. Consent has no force if it is given by mistake, obtained by force, or by wrongful means, according to Article 1321 of the Civil Code.

2. Skills of the Parties

In terms of whether a person is competent or not, it is important to remember that the following people are considered incompetent to enter into an agreement according to the law:

- a. Children who are not yet adults;
- b. Enslaved people;
- c. Women who have married in situations regulated by law, and in general all people who are prohibited by law from reaching certain agreements.

However, Article 31 of the Marriage Law, SEMA No. 3 of 1963, gives the wife the right to take legal action during her marriage.

3. A Certain Thing

According to Article 1234 of the Civil Law Code, performance is the object of a valid agreement, such as giving something, doing something, or not doing something. In short, performance explains the rights and obligations of creditors and debtors in the agreement.

4. Halal reasons

According to Article 1337 of the Civil Law Code, regulated reasons are reasons that are prohibited by law or are contrary to morality or public order.

In addition, the agreement also consists of several components:

1. There are parties
2. There is an agreement that forms a contract
3. There are legal consequences
4. There is a certain object.

A cattle sale and purchase agreement in Pasak Village, Sungai Ambawang District, Kubu Raya Regency, which is made verbally but has legal force to bind both parties. One of the agreements resulting from this agreement is the cattle sale and purchase agreement.

In this case, the problem lies in the fact that the buyer failed to fulfill his obligations and pay the price for the remaining cows agreed upon in the sale and purchase agreement. As a result, the seller experiences losses. After this incident occurred in 2016, the buyer still had not paid the remaining payment for the price of the cattle. They have not paid a down payment of 40% of the price of 20 million rupiah for one cow.

If the buyer does not fulfill his obligations towards the Seller due to negligence, the agreement will be canceled and compensation will be received. If this happens, the seller can take legal action against the buyer for consultation.

RESEARCH METHODS

This empirical legal research manages primary data. Researchers will convey information objectively using descriptive analysis techniques. On the specified date, the buyer failed to pay the remaining price of the cow that was still owed to the seller.

DISCUSSION

An agreement is an agreement made by two parties, usually the seller and the buyer, to complete a transaction and has binding legal force. The cattle sale and purchase agreement in Pasak Village, Sungai Ambawang District, Kubu Raya Regency provides for the rights and obligations related to the agreement.

If there is a difference of opinion or disagreement between two parties participating in an agreement, such as a sale and purchase agreement, it is called an agreement dispute. There are several reasons why this may happen, such as:

1. Misunderstanding: one party does not understand the contents or terms of the agreement.
2. Violation: one party does not fulfill the responsibilities agreed upon in the agreement.
3. Difference of Opinion: the parties involved in the agreement differ in opinion regarding the contents or terms of the agreement.
4. Default: one party does not fulfill the responsibilities agreed upon in the agreement, such as not paying the agreed price.

Agreement disputes can be resolved in several ways, such as:

1. **Deliberation:** the parties involved in the agreement carry out deliberations to reach an agreement.
2. **Consensus:** the parties involved in the agreement reach a consensus to reach an agreement.
3. **Mediation:** the parties involved in the agreement use the services of a mediator to reach a consensus.
4. **Court:** the parties involved in the agreement file a court action to resolve the dispute.

The following are several things that can cause disputes in a sales and purchase agreement:

1. **Misunderstanding,** where one party does not understand the contents or terms of the agreement;
2. **Violation,** where one party does not carry out the responsibilities agreed upon in the agreement; or
3. **Differences of opinion,** where the parties involved in the agreement disagree about the contents or terms of the agreement.
4. **Default:** One party violates the agreement, such as not paying the agreed price.
5. **Late Payment:** Payment is not made on the date specified in the agreement.
6. **Quality of Goods:** Goods sold do not comply with the agreement.
7. **To prevent disputes in sales and purchase agreements,** you can understand these factors.
8. **Inappropriate Price:** The price paid does not match the agreed price.
9. **Unclear Agreement Clauses:** Clauses in agreements can cause disputes.
10. **Improper Delivery:** Goods are not delivered according to the schedule specified in the agreement.
11. **Delay in Delivery:** Goods are not delivered according to the date specified in the agreement.
12. **Unclear Obligations:** These are obligations that must be performed by the parties involved in an agreement with unclear or non-specific terms.
13. **Unclear Sanctions:** These are sanctions that must be applied if a party does not fulfill unclear or non-specific obligations.

The principle of contractual liability is very important in dispute resolution. To ensure the security and stability of transactions, the parties involved in the agreement must fulfill the agreed obligations. There are several ways to resolve disputes in cattle sale and purchase agreements in Pasak Village, Sungai Ambawang District, Kubu Raya Regency. If the buyer does not fulfill his obligations, the seller can negotiate or reach a consensus with him. The local RT head can participate in this deliberation as an intermediary or mediator to help resolve disputes. If negotiations are unsuccessful, the seller can go to court to cancel the agreement and seek damages. The court will resolve disputes in accordance with legal regulations. In addition, dispute resolution can be done through mediation, which is more profitable because it does not require court. The parties can reach a better agreement through mediation. If the buyer does not fulfill his obligations, the seller can cancel the agreement and ask for compensation. According to applicable legal principles, this agreement can be canceled.

The cattle sale and purchase agreement between Mahrawi and Samudi (Case Study in Pasak Village, Sungai Ambawang District, Kubu Raya Regency) was signed verbally by both parties. This agreement has binding legal force.

The contents of the agreement include:

1. Basic Conditions for a Legal Agreement: The cattle sale and purchase agreement is made orally by both parties and is valid as law.
2. Agreement Components:
 - a. Parties:
 - b. Seller: Mahrawi,
 - c. Buyer: Samudi.
 - d. Cow Price: 20 million rupiah per head.
 - e. Down Payment: Buyer pays 40% of the price of the cow.
 - f. Payment Time: The buyer must pay the remaining price of the cow within one week after paying the down payment.
3. Buyer's Obligations: The buyer must pay the remaining price of the cow within the specified time.
4. Seller's Losses: If the buyer does not fulfill his obligations to the seller and does not pay the price of the remaining cattle, the seller must pay compensation.
5. Seller's Legal Remedies: If the seller uses the local RT head as a mediator, the seller can ask the buyer to pay compensation.
6. Legal consequences: If the buyer does not fulfill his obligations to the seller, the agreement must be canceled with compensation.

The agreement between the seller and the buyer is valid and has legal force and is binding on both parties. As agreed, the farmer as the seller sells his cattle to the buyer, while the individual as the buyer is required to pay a certain amount of money as compensation for the purchase of the cattle at a price of Rp. 20,000,000.- / Cow with a deposit payment system of 40% of the total price of the cow with a repayment period of 7 (seven) days from the time the agreement is reached. This is legal and applies as law for both parties, where both parties mutually agree regarding the price and goods, namely the seller as the seller and the buyer as the buyer.

The legal relationship between the seller and the buyer, which is made verbally and includes the price of the cow and the object of the agreement, originates from a valid agreement and functions to carry out the fulfillment of achievements. In addition, the seller has two main obligations according to Article 1474 of the Civil Code: to deliver the goods and bear all losses related to the goods. In a cattle sale and purchase agreement, the seller must hand over the cattle to the buyer, who will then pay the full price of the goods. This shows that the seller has the right to receive the price of the goods from the buyer, according to the mutually agreed price. Both parties must aspire to honesty and good faith when carrying out their rights and obligations, as stated in article 1338 paragraph (3) of the Civil Law Code.

However, the implementation of the cattle sale and purchase agreement between the seller and the buyer is not in line with what was previously agreed, namely regarding the fulfillment of rights and obligations in terms of payment. As is the seller's right, the amount of his cattle purchased by the buyer is IDR 20,000,000/kg with a payment system made in advance of 40% of the total price, while the remainder is paid no later than 7 (seven) days. In reality, buyers who are obliged to pay the entire price of cattle to farmers have not carried out their obligations as agreed due to several factors, including declining income or turnover. In this case, of course the seller experiences losses both material and immaterial, for this reason the breeder can claim his rights.

As the basis of an agreement, the parties agree that they must do something. If one of the parties does not do what is promised in the agreement, it will give rise to a breach of promise

or breach of contract, if it can be proven that it is not caused by force or coercive circumstances. In Dutch, "default" means "bad performance". "A debtor is said to be negligent if he does not fulfill his obligations or is late in fulfilling them or fulfills them but not as agreed," said R. Subekti.

If the buyer is obliged to pay the price of the cattle but does not do what was promised to the farmer in Pasak Village, Sungai Ambawang District, Kubu Raya Regency, the buyer may be subject to the following sanctions:

1. Paying losses suffered by creditors according to Article 1243 of the Civil Code;
2. If the agreement is reciprocal, the seller, in this case the farmer, has the right to demand compensation from the creditor; And
3. If the agreement aims to provide something, the risk shifts to the debtor after default (Article 1237 paragraph 2 of the Civil Code).
4. The debtor is required to complete the agreement if it can still be carried out or if the cancellation is accompanied by payment of compensation (article 1267 of the Civil Code). The injured party can claim compensation as a result of the failure.

Legal efforts were carried out in Pasak Village, Sungai Ambawang District, Kubu Raya Regency between the seller and the buyer, that both parties agreed to enter into an agreement regarding animals in the form of cows and the price of the cows. As a result of the agreement, it is agreed that the cows that have just been taken by the seller, after being cared for until they grow up, will be sold to the buyer for Rp. 20,000,000/head, with a payment method of DP (down payment) of 40% of the total price of the cow, while the rest must be must be paid no later than 7 (seven) days. A buyer who does not pay the remaining DP (down payment) to the buyer can be said to be in default.

Based on the provisions above, the farmer can take legal action to regain his rights as a cattle seller. These legal remedies can be in the form of:

1. Give a warning or ingebreke stelling or somatie and at the same time collect costs that have not been incurred by the individual party in payment for the cows that have been mutually agreed upon.
2. If the efforts made by the breeder towards an individual still do not fulfill their obligations after the efforts made in the first attempt above, then the breeder can take other measures in the form of:
 - a. Request compensation resulting from non-fulfillment of payments as agreed.
 - b. Canceling the agreement is accompanied by compensation.
 - c. The breeder can submit a lawsuit to the District Court on the basis that the individual party has not fulfilled his obligations, accompanied by payment of compensation money and other losses incurred, as well as requesting payment of court costs in court.

However, in reality, the buyer who was given a grace period of 7 (seven) days has not yet paid the remaining price of the cattle to the seller on the grounds that his income or turnover has decreased. In this way, legal consequences arise for the buyer.

CONCLUSION

The agreement between the buyer and the seller of cattle in Pasak Village, Sungai Ambwang District, Kubu Raya Regency, even though the agreement regarding price and animals is only verbal and not written, is still valid for those who make the promise and is binding on both parties to fulfill their promise.

The obligation to pay the price as agreed is the absolute responsibility of the buyer, in this case the buyer must pay the entire price to the seller who has handed over his cow and delivered it. This delay should not occur, looking at the implementation side of the payment, it has been agreed using a down payment system, while the payment has been agreed to be no later than 7 (seven) days. Within the agreed time period, the individual must have paid off all his debts to the farmer so that the farmer is happy with the proceeds from the sale of cattle and can use the proceeds for family and other needs and does not feel disadvantaged.

Legal action is a path that needs to be taken so that the rights that already belong to him can be returned and not simply lost. If after this legal action has been taken, the individual does not carry out his obligation to pay the remaining price of the cow to the seller, then the seller can take other legal action in the form of a lawsuit to the District Court.

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