



Received: 01-07-2024  
Accepted: 11-08-2024

## International Journal of Advanced Multidisciplinary Research and Studies

ISSN: 2583-049X

### Legal Consequences of Trade Agreement Default of Electrical Power by PT PLN (State Owned-Electrical Company) Acting Consument Unit of Medan

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#### Abstract

Based on Article 28 letter a and Article 29 paragraph (1) letter e of Law No. 30 Year 2009 on Registration, and in connection with SPTJBL No. PJBTL-121140561801263348, PT PLN (Persero) has breached the Electricity Purchase Agreement, specifically, the obligation to ensure uninterrupted and continuous electricity supply as agreed in the SPJBT L. In addition to the responsibility of providing compensation in the form of reduced electricity bills to the Customer, PT PLN (Persero) is obligated to comply with the prevailing regulations when unable to deliver electricity under the Level of Quality of Service

(TMP). The research conducted in this study employed the Yuridis empirical research approach. This study aims to elucidate the legal ramifications of instances where PT PLN (Persero) Customer Execution Unit (UP3) Medan fails to fulfill power sales agreements. The research results indicate that PJBTL (PET PLN) will accept legal consequences for non-performance based on the perspective of PJBBL. The PJPL Party (PEPER) UP3 Medan is obligated to provide compensation to the Customer in the form of a reduction in the electricity bill, as stipulated by the current regulations.

**Keywords:** Legal Consequence, Default, Agreement, Electrical Power Trade, PT PLN (State Owned Electrical Company)

#### Introduction

The State-Owned Electrical Company (hereinafter called PT. PLN (Persero)) is one of the State-owned enterprise agencies that operates in the field of electricity supply whose existence is very much needed by society. PLN in this case is the PLN PT (Persero) authorized by Ketenagalistrikan has the primary task of carrying out the effort to supply electricity for the greatest of the general interest.

Electricity plays an important role in national development in general and as one of the drivers of economic activity in particular to realize a fair and prosperous society. Electricity is "a thing that can be perceived as beneficial and marketable, measurable using a measuring instrument called the Kilowatt-hour (KwH) meter" <sup>[1]</sup>. Therefore, electricity has met the conditions of an object of sale and sale.

The procedure to be carried out by the customer to obtain the electrical connection is by applying an electrical power connection to PT. PLN (Persero) is the authority in the distribution of electricity. On submission of an application to be an electrical customer to the PLN, the prospective customer is obliged to sign the Sales Agreement for Electricity Purchase (SPJBTL).

When the customer has paid the cost of the connection and the customer's guarantee money, then the customer is also declared as a buyer or customer of PLN (Persero). In addition, the customer shall be obliged to pay the price of the unit of electricity as used in each month and shall be entitled to enjoy the electricity flow as promised. Having paid the connection fee and the money of the customer guarantee, then PLN(Persero) shall have the obligation to surrender or provide the power flow to the customer and shall have a right to receive payment for the use of the electric flow by the customer. The clause in the Electricity Purchase Agreement (SPJBTL) is a standard form that has been determined and made unilaterally by PT. PLN (Persero). Thus, PT. PLN (Persero) has provided the terms of the agreement and the customers only agree to it. The clause that has been determined by PT PLN (Persero) must be approved by the customer in the form signed by SPJBTL in advance by each customer.

The legal relationship between PT. PLN (Persero) and the customer are based on the right called agreement. Article 1233 refers to “a treaty/alliance, born by agreement or by law”, then Article 1313 of the Covenant, “A treaty/alliance is an act in which one or more persons are bound to another person or more.” The terms of a treaty are regulated in Article 1320-1337 of the Convention, in which Article 1320 of the Constitution states that an agreement is valid and binding on the parties if the four (four) conditions are fulfilled, namely agreement, word, a certain thing, and a legitimate reason.

A contract for the sale of electricity is entirely subject to the law of the contract under the Covenant which states, among other things, that the contract is a law for the parties making it (*pacta sunt servanda*)<sup>[2]</sup>. The principle of *pacta sunt servanda* is the basis of Article 1338 of the Covenant which states that any agreement that has been legally concluded by both parties shall be valid under the law of the parties to which it has been agreed.

A case that occurs in the practice of the sale of electricity between PT. PLN and the customer, when the customer delays making payment then the party of the PLN will give the sanction as a fine fee accompanied by the discontinuation of the electricity, while on the part of the Pt PLN (Persero), the responsibility of fulfilling the obligation is impressed not bear any burden<sup>[3]</sup>.

This can be seen when the power shutdowns turn unilaterally. There is a one-sided power cut without any compensation or compensation from the PLN (Persero) resulting in the people as electricity customers suffering losses. PJBTL-121140561801263348 between PT PLN (Persero) and Siswanto stated that PJPL (Persero) is obliged to channel electricity to the Customer continuously without interruption by the Level of Good Service (TMP) announced. (TMP).

PT. PLN (Persero) as an entrepreneur has committed a malfunction in the presence of a power outage, which means that the PLN has violated Article 28 letter a and Article 29 paragraph (1) letter e of the Law No. 30 of 2009 on the Registration (hereinafter referred to as the Law on Registration). Article 28 letters a oblige the PLn (Perseros) to provide electricity that meets the standards of quality and reliability applicable. Article 29 (1) letter (e) states that the customer is entitled to compensation for damages in the event of an erroneous outage and/or negligence of operation by the holder of the power supply enterprise license by the conditions outlined in the contract of sale of electricity.

Based on the Law of Registration and associated with SPTJBL Number PJBTL-121140561801263348, PT PLN (Persero) also violates the Electricity Purchase Agreement that has been agreed in SPJ BTL that the party of the PLN is obliged to channel the electricity flow continuously without interruption. (TMP). Based on the above, it can be said that the acts of non-performance by the PT PLN (Persero) Field Customer Service Execution Unit or UP3 Field can be determined when the PT (Person) can not channel electricity according to the quality of service. (TMP). Thus, the customer has suffered losses as a result of the misconduct. The purpose of this research is to explain the legal consequences of acts of non-performance of electricity sale agreements carried out by PT. PLN (Persero) Customer Execution Unit (UP3) Field.

## Research Method

This research method includes empirical jurisprudence, i.e., the study of applicable legal provisions and what is happening to reality in society<sup>[4]</sup>. Still guided by existing legal principles and foundations, empirical jurisprudence is the study of law concerning the enforcement or implementation of normative legal provisions in action on any particular legal event that occurs in society<sup>[5]</sup>. The research is located at the Field Customer Service Executive Unit, North Sumatra Province.

## Results and Discussions

The concept of legal consequences begins with the existence of legal relationships, legal events, and legal objects. According to Soedjono Dirdjosisworo, in his book Introduction to Law states that the consequences of law can arise from the existence of legal relations. (private). Every (private) legal relationship has rights and obligations to anyone who engages in a legal relationship<sup>[6]</sup>. The events that have resulted in the establishment of the law are both public and private. One of the legal relationships that can have legal consequences from the point of view of private law is a contract for the sale of electricity. The Electricity Purchase Agreement is an agreement of the seller in this case PLN (Persero) to provide something/goods that are Electricity generated, transmitted, and distributed to the buyer i.e. consumer for his needs, and the consumer is the bound to pay the price for the Electricity he uses.

This is in line with what was presented by Mr. Ricky Yacob the manager of PT PLN (Persero) UP3 Medan, in the session of his interview stated that “The contract of sale of electricity is an agreement between the customer with the PLN party in the provision of power for the needs of customers with the obligation of payment on the customer to PLN side”<sup>[7]</sup>. A contract for the sale of electricity is a private agreement whose regulation refers to a contract. As the legal terms of an agreement, about the legality of an electricity contract, it can be said that the agreement is made by the provisions of Article 1320 of the Civil Code.

Mr. Ricky Yacob in a session of interviews has outlined the legal terms of the electricity sale based on the I.O.P.D., i.e.: There is a party that makes the agreement and the parties that make such an agreement have agreed and those who make the electricity sale agreement are those who already have the competence for it, about a certain thing clearly in the contract of sale of electricity that is meant here is an arrangement to acquire electricity according to the amount of power requested by the customer, a reason that is fair here is seen when electricity can be delivered to the home of the customer and the customer can use such electricity for purposes of enlightenment etc.

A contract of sale of electricity is different from a contract of purchase in general. This is because in the electricity sale agreement, there is no transfer of ownership of the goods on sale. As by the Contract Manager of PT PLN (Persero) UP3 Medan, Mr. Christian Chandra Sinulingga that “The goods sold for purchase (electricity) as a whole still belongs to the seller and seller only delivers the power as much as the energy required to the customer continuously until the customer terminates his promise”<sup>[8]</sup>.

Thus, the difference between a contract for the sale of electricity and a contract is generally the technical execution

of the surrender which is the object of the contract itself and does not immediately transfer the right of ownership to the buyer, in this case, the customer. The Electricity Purchase Agreement is reciprocal, because the reciprocity agreement is an agreement that creates rights and obligations for both parties, so both parties must fulfill their primary obligation or performance. The general criterion of this type of agreement is an obligation to perform for both parties or one of them.

The seller is obliged to hand over the goods sold and is entitled to receive payment and the buyer is obligated to pay and the right to receive goods. Therefore, the Electricity Purchase Agreement is categorized as a reciprocal agreement because in the Seller's Selling Contract of Electricity (SPJBTL) there are rights and obligations of the entrepreneur namely PT PLN (Persero) and the Customer that must be fulfilled by each party.

The Electricity Purchase Agreement (SPJBTL) made by PT PLN (Persero) is an agreement in the form of a Baku agreement/contract, in which more obligations are imposed on the Customer as the party that can only accept the offer from PTPLN (Persero) because the customer needs electricity to support the activity of his daily life. Thus there is an imbalance in it. According to the law, an agreement requires the parties to give something, to do something, or not to do anything. (Pasal 1314 KUHPeradata), a mutual agreement is always under the Brenden agreement because it is an agreement with which the performance of one party is the counter-performance of the other party and between the two performances there is a relationship.

According to Mariam Darus Badruzaman, there is a kind of unilateral Baku Agreement that develops in society. A Baku Agreement is an agreement the contents of which are made by a strong party whose position is in that agreement. Accordingly, the Contract Manager of PT PLN (Persero) UP3 Medan, Mr. Christian Chandra Sinulingga explained that "The Letter of Electricity Purchase Agreement (SPJBTL) belongs to the category of unilateral Baku Agreements because the Letter of Electrical Power Purchase Contract (SPJSBTL) is made by the PLN PT (persero) and the position of PLN is stronger than the Customer.

The Customer's position is weak when the Baku Agreement carried out by the Entrepreneur is only unilaterally as stipulated in the Electricity Purchase Contract Letter (SPJBTL) because the Client needs such electricity flow. This contradicts the theory of justice proposed by Theo Huijbers which states that justice is what determines the good relationship between people, and the balance between the two parties.

From the perspective of the fairness theory found by Theo Huijbers, it can be stated that an electricity sale agreement that positions customers as weak parties is an injustice in an agreement. According to the agreement theory, an agreement is a bound relationship between two or more people who agree on something they have wanted together. Referring to the formula of Article 1233 of the Covenant which states that every alliance is born either by agreement or by law, can help provide an explanation of which terms can be used. From the formula of article 1233 of the Covenant, there are two formulas, namely, an alliance born by agreement, the agreement of the parties themselves to bind themselves to a treaty. Based on this, the SPJBTL is an alliance born of agreement, the agreement of the parties themselves to bind themselves to an agreement.

As a result of such an agreement arises a performance between the parties in this case between the Customer and PT PLN (Persero). According to Article 1234 of the Convention, achievement is divided into three categories, namely, giving up something, doing something, not doing or doing something.

The performance contained in the PJBTL is the performance of handing over something, this type of performance is found in Article 1237 of the Covenant, for example, the performance of the seller handing over the goods to the buyer, while the achievement of a buyer's hand over a sum of money to a seller. In the perspective of PJBTL achievement is handed over something like channelling electricity continuously to the Customer under the Level of Quality of Service (TMP) and the Customer participates in achieving achievements by paying several fees according to the level of quality of service received. According to the SPJBTL, performance such as mentioned above can be seen in Article 3 paragraph (1) which states that "PT PLN (Persero) is obliged to channel electricity to the Customer continuously without interruption according to the Level of Quality of Service (TMP)". Further Article 4 paragraph (2) states that "The Customer is obligated to pay the bill of lithic every month to PT PLN. (Persero). The above illustration provides an understanding that performance is a fulfillment of a promise or an act concerning an object promised, including the fulfillment of the rights and obligations to be performed by each of the parties who make and are bound by the agreement they have entered into. Any achievement in an agreement that has been agreed upon by the parties may not always be fulfilled by them. Like the Electricity Purchase Agreement between PT PLN (Persero) and Siswanto contained in the Contract with Number: PJBTL-121140561801263348. According to the contract, PLN (Persero) is obliged to supply electricity to the Customer continuously without interruption under the announced Level of Quality of Service (TMP). However, the practice that occurs in the field of PLN does not provide the Client with electricity continually without disruption according to the declared Level of quality of service (TMPs). It can be seen at the time of the power outage turning unilaterally by PT PLN (Persero). This act makes PT PLN (Persero) deemed to be doing misconduct to the Customer<sup>[9]</sup>.

As a result of such non-performance, PT PLN (Persero) is obliged to provide compensation for losses to the Customer, under Article 3 paragraph (2) of the Electricity Purchase Agreement (SPJBTL) stating that "PT PLN (persero) shall compensate in the form of a reduction in the electricity bill to the Client in compliance with the provisions in force when PTPLN (persero) is unable to channel electricity according to the Level of Quality of Service (TMP)".

Contents of Article 3 paragraph (2) Letter of Electricity Purchase Agreement (SPJBTL) is a legal consequence that will be accepted by PT PLN (Persero) for acts of non-performance. This is in line with the agreement theory submitted by Holmes that "The parties are obliged to keep an agreement by fulfilling the performance, otherwise then shall be liable to pay damages or a sum of compensation". Based on the SPJBTL and the Holmes Theory gives the understanding that as a result of an act of non-performance committed by PT PLN (Persero) which causes the Customer to suffer losses then the party of PTPLN (persero) should bear or replace such losses one by providing compensation

to the Client.

The client of PLN (Persero), namely Khasnauli Manulang in the interview that has been carried out mentioned that "As a customer of PT PLN, I do not understand and know about the form of compensation given by PLN(Persero) when there is a one-sided power outage by the PLN.)"<sup>[10]</sup>.

According to Khasnauli, the other client of the PLN (Persero) is Siswanto stated the same thing: "Whenever there is a turnaround power outage unilaterally by PLN, we as customers do not know whether or not compensation is given by the PT PLN [Persero] because it just passes and we continue to pay the bill according to what has been determined by the PLn (Persero) without any cost reduction".

According to the explanation of the customers, PT PLN (Persero) UP3 Medan can be said to not provide compensation for losses or compensation to its customers. Based on Article 28 letter a and Article 29 paragraph (1) of the Ketenagalistrikan Act stated that "PT PLN [Persero] provides electricity that meets the standards of quality and reliability applicable, the customer is entitled to compensation in case of disconnection caused by error and/or negligence of operation by the holder of the power supply enterprise license under the conditions stipulated in the electricity sale agreement".

Further in the SPJBTL on Article 3 paragraph (2) PT PLN stated that (Persero) is obliged to provide compensation in the form of a reduction of electricity bills to the Customer under the provisions in force when P.T. PLN (persero) can not channel electricity according to the level of quality of service. (TMP).

Mr. Christian Chandra Sinulingga stated that "the consumer's right as a consumer of electricity is to get electricity continuously". However, Mr. Ricky Yacob, CEO of PT. PLN (Persero) UP3 Medan, reveals that "to distribute electricity continuously is impossible to be fulfilled because the network tools require periodic renewal. When the maintenance and renewal process is required to shut down the electricity to avoid the risk of PLN's work".

## Conclusion

To sum up, the legal repercussions that PT PLN (Persero) will face for non-performance, as viewed by PJBTL, is the involvement of the PJJN Party (Persero) UP3. The Field is required to offer compensation to the Customer in the form of a decrease in power bills when PT PL N (Perseros) is unable to consistently provide electricity in compliance with the Level of Quality of Service (TMP) regulations.

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