Acts Unlawful to Remove the Plaintiff's Rights as Winner of the Auction in Court Ruling Case Number 379/Pdt.G/2020/PN.JKT.PST

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Abstract
There is a significant risk of litigation associated with the execution of auctions, especially in practice. Both during and after the auction process, lawsuits are filed, frequently with the plaintiff's intention of delaying the auction's implementation. The variety of cases involving auction tactics is reflected in this litigation. The central issue in these petitions frequently centers on illegal acts carried out during the procedure. The present study aims to investigate two main questions: 1) What are the legal ramifications for the defendant in case they commit a crime that denies the plaintiff their rights as the auction winner, and 2) How do judges weigh the legal factors when making decisions in cases like Case Number 379 / PDT.G / 2020 / PN.JKT.PST? Judicial-normative research methodology is being used. Based on the study's findings, the paper outlines the legal consequences for defendants who commit such acts, grounded in the provisions of Article 1365, which stipulate that every unlawful act obliges those at fault to compensate for the losses incurred. This is based on four elements: a) The act is contrary to law; b) It results in damages; c) It is executed wrongly; and d) The detrimental act arises causally. As per the judges’ considerations before passing the verdict on Case Number 379/PDT.G/2020/PN.JKT.PST, it is crucial for the plaintiff to detail the credit facilities from PT. Bank Negara Indonesia (Persero), Tbk. c.q. Small Credit Center (SKC) Kramat in the lawsuit, to provide a clear picture to the court of the plaintiff’s losses, thus qualifying the defendant's administrative misconduct as an act against the law.

Keywords: act against the law, depriving plaintiff's rights, auction

INTRODUCTION

The Minister of Finance Regulation Number 93/PMK.06/2010, which has undergone several changes and authority delegation by the KNPL, including in the execution process, governs the implementation of auctions, which play a significant role in a variety of sectors, both public and private (Jufri, S., Borahima, A., & Said, 2020). There is a significant chance that a lawsuit will be filed both before and after the auction, with the plaintiff's primary goal being to postpone the auction process. Objections or lawsuits following auctions are frequently the result of specific motivations (Asuan, 2021). Generally speaking, a lawsuit can start when someone, a state, or the law believes their rights have been violated; this typically results in the filing of a lawsuit or counterclaim in court, and is frequently connected to the holding of an auction that is considered illegal. (Liono, 2018).

Purnama Sianturi states that a plaintiff in an auction case may be a person or organization with a stake in the auction item and losses incurred during the auction's execution, such as:
1. Debtors related to major issues, including low auction prices, bad debts, and the conduct of auctions before credit deadlines;
2. Third parties, owners of goods directly involved in signing credit agreements, either as principal parties or guarantors in the auction;
3. Heirs who face inheritance problems, where the guarantee process is invalid.
4. Parties to the marriage, which are related to joint property and provide illegitimate guarantees;
5. The buyer in the auction, who has the right to the won item but faces problems in possession or emptying the item;
6. Defendants, including banks or other parties related to law and certificate issuance (Sianturi, 2013).

Cases involving auction lawsuits frequently involve conduct that are seen as illegal, in which the plaintiff brings a claim that is not compliant with the law. According to Wirjono Prodjodikoro, unlawful acts are those that go against the law, morality, religion, and decency norms. (Wirjono Prodjodikoro, 2000). Based on Article 1365 of the Civil Code, any unlawful act that causes harm must be followed by compensation. The four essential elements in this regard include: being contrary to law, causing harm, being in tort, and having a causal relationship (Civil Code, n.d.).

Compensation for losses required by law is a crucial component of unlawful acts. There are two primary methods for this, general and specific (Mangisara Darmawan Siagian, 2020). The notion of conformity with the plaintiff's claims guides the judge's discretion in awarding compensation, even in the absence of particular provisions being described. This liberty include the choice of fees or interest rates as well as the overall extent of the indemnification. (Munir Fuady, 2005). This can be seen in cases of unlawful acts that lead to the loss of the plaintiff's rights as auction winners, as decided by the Central Jakarta District Court in its decision Number 379 / PDT. G/2020/PN. JKT. PST.

This study aims to comprehensively analyze the legal aspects and consequences of unlawful actions, causing the loss of the plaintiff's rights as the winner of the auction in accordance with the Case Court Decision Number 379 / PDT. G/2020/PN. JKT. PST. The focus is on evaluating the legal impact on the parties, understanding of judges' deliberations, reviewing auction procedures, and assessing practical implications for legal and administrative practice in Indonesia. The aim is to generate insights into the dynamics of auctions and the law in Indonesia, as well as formulate recommendations for the improvement and prevention of similar cases in the future.

Statements of the Problems

1. Analysis of the legal impact faced by the defendant due to committing unlawful acts that caused the plaintiff to lose his rights as the winner of the auction
2. A review of how judges consider legal aspects when deciding cases based on Court Decision Number 379 / PDT. G/2020/ PN. JKT. PST.

Research Methods

Normative juridical methodology is applied in this work, entailing a thorough examination of relevant laws and regulations, legal theory, and their practical application. This method provides a holistic understanding of the subject being studied by thoroughly examining legal concerns along with related realities and events. In order to examine and characterize the research object—illegal behaviors that cause the plaintiff to lose his rights as the auction winner—this study employs a descriptive methodology.

The implementation of this normative juridical method necessitates thorough and methodical research on written legal regulations as well as how these laws are interpreted and applied in actual legal situations. This entails assessing the impact on social justice of court rulings on the application of the law. Furthermore, by using this method, researchers can examine legal precedents, doctrines, and expert opinions, all of which offer context and a greater comprehension of the legal topics being studied.

In the framework of this study, the normative juridical method aims to give a thorough analysis of how the law is interpreted and applied in situations when the plaintiff's rights as auction winners are violated by illegal conduct. Accordingly, as Ronny Hanitijio (2000) explains, this research is not just concerned with theoretical legal problems but also how they impact in legal practice. This method is crucial to comprehend the problem's basic
legal elements as well as the actual ramifications of implementing such laws in daily life and how they impact justice for all parties concerned.

DISCUSSION AND ANALYSIS

DISCUSSION I

The Minister of Finance Regulation Number 106/PMK.06/2013, which grants broad jurisdiction in the process, governs the implementation of auctions, which play a significant role, particularly in private use (Jufri, S., Borahima, A., & Said, 2020). As per Article 6, auction procedures may give rise to litigation or rebuttals, both before and after the auction process, frequently with the intention of postponing the auction's execution (Law Number 4, 1996). Lawsuits typically result from dissatisfaction; citizens and the rule of law have the right to initiate a lawsuit or contest any implementation that is considered unlawful.

In a study conducted by Purnama Sianturi in 2008 (Sianturi, 2013b), the characteristics of a lawsuit against the law are outlined as follows:

1. The main lawsuit deals with issues of debtor ownership, joint property guarantees, inheritance, and similar matters.
2. Fundamental claims are related to errors or omissions in fulfilling certain conditions.
3. Lawsuits relating to execution, as well as confiscating and blocking actions.
4. A lawsuit that focuses on errors affecting liability and the discharge process.
6. In addition, Purnama Sianturi determined that the plaintiffs in these cases could be individuals or legal entities involved in such issues (Sianturi, 2013). The debtor with the subject matter at the auction price, the executor with the due date notifies the auction in time, announces the reference;
7. Third parties directly involved in the possession of goods as guarantors of debts and other related responsibilities;
8. Heirs related to the issue of inheritance and the validity of the guarantee of the property;
9. Parties to the marriage involved in the process of guaranteeing joint property;
10. The buyer in the auction, who has the right to the purchased goods including control over the goods;
11. Defendants, which may involve various other entities with documents related to issuance and underwriting.

The main topic of discussion in relation to litigation involving auctions is actions that are considered illegal. In addition to direct actions, moral, religious, and other norm violations are also considered unlawful activities, according to Wirjono Prodjodikoro (Wirjono Prodjodikoro, 2000). Article 1365 of the Civil Code states that any unlawful act that causes harm needs to be accompanied by a duty to compensate. In this situation, there are four basic elements: there must be unlawful acts, losses, mistakes made, and a causal relationship between the acts and the losses (Civil Code, n.d.).

DISCUSSION II

Courts of first instance frequently render extensive rulings that address rights violations pertaining to the auction process and the appropriateness of its sale. These rulings may result in the auction being legally canceled (Usman, 2016). Judges make decisions based on a variety of auction-related factors, like:

1. Returns the situation to its original state, including the state of the auction object.
2. Establish that the creditor bank has no right to the agreement or the object of the auction.
Acknowledging the impact of the law on auction buyers and protecting their rights (Usman, 2016).

In making decisions, judges also consider the following factors in the auction process:

1. Auction is a market mechanism that determines prices based on demand and supply, including the price of movable goods or their limit value.
2. As per the law, the auction authority has the right to refuse the submission, having regard to the auction procedure and the determination of the limit value.
3. Pay attention to the regulations governing auctions.

Litigating Parties

PT. Parama Santika Dibyakarya, a Limited Liability Company located in South Jakarta, precisely at Royal Palace Block C.23, Prof. Dr. Soepomo 178A, Tebet, acted as plaintiff in this case. On the other hand, the defendant in this case is the President of the Republic of Indonesia, represented by the Minister of Transportation of the Republic of Indonesia, the Director General of Civil Aviation, and the Director of Aviation Security, who are based in Jalan Medan.

Case

The Plaintiff participated in a binding acceptance and registration procedure for the Salvage Equipment project for the Hang Nadim Airport in Batam on July 16, 2020. The total estimated cost of this project is seventeen billion three hundred million rupiah. The Plaintiff was ultimately declared the winner of the auction by the Defendant during the bidding process. Following suggestions from various state agencies in response to objections from the Plaintiff regarding the Defendant's initial appointment of PT. Indotasia Graha Utama as the auction winner, this decision was made.

Plaintiff's Application

Based on the matters outlined by Plaintiff in the suit letter, Plaintiff humbly filed the following application:

1. Accept and grant the lawsuit in its entirety.
2. Declare that the act of winning the auction is against the law.
3. Punish the Defendant to apologize to the Plaintiff in the amount of Rp. 15,908,000,000 (fifteen billion nine hundred and eight million rupiah) in cash and at once.
4. Charge penalties on the defendant and the media (KOMPAS, REPUBLIKA, TEMPO, MEDIA INDONESIA, and SINDO) for a single press release that said, "We, the Directorate of Aviation Security, sincerely apologize for whatever actions we have taken that are against the law. I hope that this declaration marks the start of the process to restore the rights of government procurement bidders in the Republic of Indonesia's Ministry of Transportation."
5. Punish the Defendant with a fine (dwangsom) of one million rupiah per day if he violates this judgment.
6. Declare that Plaintiff has the right to restore his good name in BNI Kramat's banking services based on this decision.
7. Affirm that this decision is final and has gone through a process of verzet, appeal, and others.
8. Charge the Defendant with the costs of the case.
9. Or in accordance with any other provision deemed necessary by the Plaintiff.

If His Excellency the Panel of Judges in the process of examination and the court finds or has other assumptions relevant to this case, then the Panel of Judges has the authority to consider these assumptions and decide in accordance with the law and facts contained in this case. The decision taken by the panel of judges must be based on existing evidence and applicable legal principles. The panel of judges has the responsibility to give a fair and lawful decision.

Expired Lawsuit Exception
That the demand for indemnity of the case, with the demand expired, with the deed of loss detrimental to the plaintiff.

Unclear Lawsuit Exception

In a lawsuit a quo, the plaintiff refers to the action as one against the law and claims that it clarifies the contractual issues that arise when purchasing goods or services.

Lawsuit Lacking Parties (Pluris Litis Consurtium)


That the procurement committee for the procurement of goods/services for work in 2011 should have been included as a defendant in the case a quo by the Plaintiff, who conjectured an unlawful act connected to the process of procurement of goods/services for the procurement of salvage equipment for Batam Hang Nadim Airport in 2011. that it is appropriate to reject the plaintiff's claim in light of the aforementioned considerations.

Central Jakarta District Court Decree Number 379/PDT. G/2020/PN. JKT. PST

On his expression:
- Rejection of the Defendant's application;
In Subject Matter:
1. Approval of the lawsuit
2. A statement of acts with rights contrary to the law;
3. impose a penalty with the stipulation of eight hundred and ten thousand rupiah;
4. Rejection of other claims;

CONCLUSIONS

If the defendant does something that ends up eliminating the auction, its legal consequences stem from Article 1365, which states that any action that violates the law can result in loss, wrongdoing, and causality. This is consistent with the judge's deliberations prior to rendering decision No. 379/PDT. G/2020/PN. JKT. PST, wherein the Plaintiff is required to elucidate the Kramat Small Credit Center (SKC) credit facility in this lawsuit letter in order to characterize the Plaintiff's losses, which serve as the foundation for the Defendant's maladministration.

As in Central Jakarta District Decision Number 379 / PDT. G/2020/PN. JKT. PST, the judge found that the Defendant had deprived the Plaintiff's right as the auction winner on evaluation of the case. Due to the Defendant's illegal actions during the object of dispute auction process, which involved accepting the other party's (PT. INDOTASIK GRAHA UTAMA) bid without taking into account the requirements outlined in the Presidential Regulation of the Republic of Indonesia Number 54 of 2010 concerning Procurement of Government Goods/Services and Election Documents, this resulted. According to Letter Number: KRC/06/1029A/R Issue: Your Credit Decision, dated December 29, 2011, the plaintiff lost his rights as the Auction Winner and was unable to realize the credit facility provided by PT. Bank Negara Indonesia (Persero), Tbk. c.q. Small Credit Center (SKC) amounting to fifteen billion.

It is better for the defendant to carry out the auction decision, do not actually commit unlawful acts to eliminate the plaintiff's rights as the winner of the auction cancellation of the auction and do not commit unlawful acts in the auction process of procurement of the object of dispute a quo is because the Defendant has approved the other party's offer.

Therefore, the Jakarta District Court Decision, with the defendant's statement of the loss of the Defendant's rights with the loss it being contrary requires is required by the defendant to pay compensation as a result of his unlawful actions that caused the loss suffered by the plaintiff.
BIBLIOGRAPHY


