

## Termination of Taxi Rental Purchase Agreement Between Members of Pandawa Taxi Cooperative and PT Bank Bri Persero Pudukpayung Yogyakarta Unit

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### Abstract

*A contract must fulfill the conditions for validity as specified in Article 1320 of the Civil Code. The purpose of this research is to examine and analyze the termination of a lease-purchase agreement for taxis between members of the Pandawa Taxi Cooperative and PT Bank BRI Persero, Pudukpayung Yogyakarta Unit, as well as the legal consequences of such termination. The research approach used in this study is empirical legal research. The types of data used in this study are primary and secondary data, which are obtained from literature research and field research, and are analyzed qualitatively using a descriptive method. The research findings conclude that the responsibility of the management of the Pandawa Taxi Cooperative as the guarantor, in the event that a cooperative member defaults, is based on the cooperation agreement between the Pandawa Taxi Cooperative and PT Bank BRI Persero, Pudukpayung Yogyakarta Unit, and the resolution of the default committed by the cooperative member will be addressed accordingly.*

**Keywords:** Agreement; Cooperative; Lease; Purchase; Termination.

### 1. Introduction

Humans are social creatures who always need the help and presence of other humans in community life. One manifestation of the existence of relationships between humans is carried out in an agreement which is based on mutual trust (Subekti, 1998). An agreement is a legal relationship between two or more parties, based on an agreement to give rise to legal consequences. The agreement is made with the knowledge and mutual will of the parties with the aim of creating or giving birth to obligations on one or both parties who make the agreement. So thus the agreement as a source of obligation is based on the voluntary nature of the party who is obliged to perform the performance against the other party in the agreement (Kartini and Gunawan, 2004). According to the principle of consensualism, an agreement is born at the moment an agreement or consent is

reached between the two parties regarding the main points of what is the object of the agreement. An agreement or contract must fulfill the requirements for a valid agreement, namely agreement, capacity, certain things and a lawful cause, as stipulated in Article 1320 of the Civil Code and by fulfilling the four requirements for a valid agreement, an agreement becomes valid and legally binding for the parties who make it.

Hire-purchase involves a reciprocal relationship between two parties, namely the renting party and the lessee-buying party. Hire purchase in Dutch is called *huurkoop*, in English it is called hire purchase. The term hire purchase includes two stages of legal action, namely the first stage of renting an object and the second stage of purchasing an object. At the object rental stage, the tenant, by paying the agreed rent in installments, receives the object to enjoy. At the stage of purchasing an object, the tenant, by paying the last rental installment, changes status to become a buyer who acquires ownership rights to the object he or she already controls.

Pandawa Taxi Cooperative as one of the taxi entrepreneurs in Yogyakarta that utilizes a lease purchase agreement to meet the needs of its taxi rejuvenation by collaborating with PT Bank BRI Persero Unit Pudukpayung Yogyakarta. The cooperation agreement aims to provide facilities to members of the Pandawa Cooperative to rejuvenate old taxis by obtaining funds from PT Bank BRI Persero Unit Pudukpayung Yogyakarta. Thus, those who enter into a lease purchase agreement are members of the Pandawa Taxi Cooperative and the Pandawa Cooperative, which in this case is represented by its management acting as the taxi manager and at the same time as the guarantor that the lease purchase installments will be paid by the members smoothly every month.

According to the Civil Code, the Management of the Pandawa Cooperative who acts as a guarantor for the lease purchase agreement made by its members is categorized as *Borgtocht* or guarantee/ surety as regulated in Book III Chapter XVII of the Civil Code starting from Article 1820 to Article 1850. Article 1820 of the Civil Code stipulates that a guarantee or surety is an agreement by which a third party, for the benefit of the creditor, binds himself to fulfill the obligation of the debtor (debtor) when this person himself (the debtor) does not fulfill it (default) (Sentosa, 2006). A statement of default is a message (notification) from the creditor to the debtor explaining when the debtor is expected to fulfill his performance at the latest.

This study aims to analyze the termination of the taxi lease purchase agreement between members of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta and analyze the legal consequences of the termination of the taxi lease purchase agreement between members of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta. The benefits of this study are to provide ideas and contributions to the development of legal

science in general and specifically related to lease purchase agreements and can recommend further research on the termination of taxi lease purchase agreements from a different perspective.

## **2. Research Methods**

The type of data in this study uses primary data and secondary data obtained from library research and field research with an empirical legal approach. Data collection in this study by interview with qualitative data analysis with descriptive methods.

## **3. Results and Discussion**

Based on the results of the author's research on the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, data was obtained that the taxi lease agreement between members of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta had previously begun with a cooperation agreement between the Pandawa Taxi Cooperative, which in this case was represented by the Cooperative Management, and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, which in this case was represented by the Head of the Main Branch of PT Bank BRI Persero Unit Pudukpayung Yogyakarta. According to the financing agreement, the vehicle is still owned by the financing company (leasing). Consumers are only borrowers or users. The vehicle only becomes the property of the consumer if all installments are paid off.

According to the cooperation agreement between the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, it has been agreed that the bank will provide financing facilities to members of the Cooperative which will be used for the rejuvenation of taxis managed by the cooperative with a maximum financing amount for each member of IDR 100,000,000,- (one hundred million rupiah) for each purchase of 1 (one) taxi unit. Based on the cooperation agreement, several provisions have been agreed upon relating to financing facilities for the rejuvenation of the taxi fleet as follows:

- a) The financing interest rate is 14% (fourteen percent) per year effective and can change at any time in accordance with market interest rates (floating rate) after consultation between the two parties.
- b) The province that must be paid by the Cooperative is 0.75% which is calculated from the financing ceiling.
- c) The maximum payment period is 5 (five) years or 60 (sixty) months.
- d) The main guarantee is in the form of a vehicle purchased by submitting original proof of ownership in the form of a Motor Vehicle Ownership Certificate (BPKB) to PT Bank BRI Persero Unit Pudukpayung Yogyakarta.
- e) PT Bank BRI Persero Unit Pudukpayung Yogyakarta has the right to request additional collateral in the form of fixed assets (land certificates) or movable goods (vehicles) or similar which the bank considers necessary as additional collateral.

f) Vehicles used as collateral must be insured with a coverage clause adjusted to the final balance of the loan. Insurance premiums are the responsibility of the cooperative members which for the first year are paid in cash when the financing facility is realized according to the rates set by the guarantor.

g) This financing facility is provided based on a feasibility analysis conducted by PT Bank BRI Persero Unit Pudukpayung Yogyakarta on the Pandawa Taxi Cooperative and each member of the cooperative receiving the financing facility.

The obligations of the Pandawa Taxi Cooperative, which in this case is represented by its administrators in accordance with the cooperation agreement, are:

a) The Cooperative Management, both jointly and individually, is responsible for and guarantees the smooth payment of the lease purchase installments provided by the bank to all cooperative members who receive lease purchase financing facilities.

b) Every day, the cooperative management is required to manage all deposits from cooperative members and then deposit them into each savings account at PT Bank BRI Persero Unit Pudukpayung Yogyakarta for further processing by PT Bank BRI Persero.

c) The Pudukpayung Yogyakarta Unit will make a transfer (overbooking) to the loan account of the cooperative member receiving the lease purchase financing facility.

d) If there is a delay in installment arrears from one or more cooperative members, then the cooperative management, either jointly or individually, must cover the shortfall/arrears in the lease purchase installments.

e) If there are 2 (two) consecutive rental installment arrears, the cooperative management will withdraw the vehicle (taxi) from the cooperative member who is in arrears with the installments and then the burden of the rental purchase obligation/installment will be borne by the taxi cooperative as long as there is no other cooperative member to replace it or until the rental purchase installment is paid in full.

Based on the provisions and obligations for the Taxi Cooperative which in this case is represented by its administrators, basically the administrators of the cooperative act as guarantors in the lease purchase agreement made between the members of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta. The actions taken by the administrators of the cooperative can be categorized as borgtocht or individual guarantee/underwriting as regulated in Book III Chapter XVII of the Civil Code starting from Article 1820 to Article 1850 (Hartono, 2006). Borgtocht is regulated in the Civil Code Book III Chapter XVII Articles 1820-1850. Borgtocht comes from the Dutch language which in Indonesian is usually translated as Guarantee or Guarantee. In Dutch the person is called borg, in Indonesian it is called Penjamin or Penjamin. In English it is called Guaranty the person is called Guarantor.

This is in accordance with the statement of Mr. H. Idha Sudibjo, SH as the Chairman of the Pandawa Taxi Cooperative. Based on the lease purchase agreement between the cooperative members and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, it has been agreed by the cooperative members as debtors with a promise and agree and bind themselves to:

- a) Guarantee not to sell, rent, transfer, assign rights or pledge the Goods to any party other than the Creditor based on a fiduciary agreement which will be signed by the owner of the Goods as the fiduciary giver and the Creditor as the fiduciary recipient in connection with the Agreement as long as the entire Debtor's Debt has not been paid off.
- b) Not sending or allowing the Goods to be sent or taken outside the territory of the Republic of Indonesia and not registering them from one registration center to another without prior written permission from the Creditor.
- c) Not to move, alter, remove, add to, damage or otherwise interfere with any engine, chassis, registration or serial numbers or any trademark or identification plate located on the Goods or any part thereof.
- d) Guarantee the proper use of the Goods and will not allow under any circumstances anyone to drive, use or operate the Goods without having a valid Driving License, or use them for purposes that are unlawful or prohibited according to this Agreement.
- e) At your own expense, control and maintain the Goods so that they are always in good condition and can be used and replace all spare parts that are imperfect, lost or damaged with spare parts of the same quality and value.
- f) Immediately renew the Goods registration and comply with laws and regulations regarding road traffic and fulfill all obligations of fees and fines in connection with this matter
- g) Notify the location of the goods and show the goods if requested by the creditor without having to state the reason.
- h) Granting permission to the creditor to enter the land and building at any time, where it is estimated or suspected that the Goods are placed, stored and/or used, for the purpose of inspection and testing or taking back the Goods without or with the assistance of the authorized agency.
- i) Submit to creditors:
  - Form 3 (three) receipts are stamped with sufficient stamps with the name and signature of the debtor/owner.
  - Original Motor Vehicle Ownership Certificate (BPKB) and copy of invoice
- j) As long as the fiduciary guarantee has not been signed and registered, it is acknowledged that the ownership rights to the Goods remain with the creditor, even though the Goods in this Agreement are registered in the name of the Debtor or a third party, therefore the Debtor does not have any rights or interests in the Goods except as a commissioner borrower.

k) Notify the Creditor in writing if the Debtor carries out a transfer of business/activity, changes to the articles of association, changes to the composition of shareholders, directors and/or board of commissioners.

l) Declare and guarantee that the Debtor's articles of association, including amendments and/or additions, have been submitted completely and correctly and that no changes or additions have been made to the articles of association at this time.

m) Any change of address must be notified in writing to the Creditor no later than 7 (seven) days before the change and by notifying the new address in full.

Based on the provisions in the hire purchase agreement, it is stated that the collateral in the agreement is one unit of a four-wheeled Toyota/Limo motor vehicle which will be purchased using the hire purchase financing facility by submitting the Motor Vehicle Ownership Certificate (BPKB) to PT Bank BRI Persero Unit Pudukpayung Yogyakarta.

Based on the two agreements above, the guarantee in the taxi lease agreement carried out by members of the Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta is in the form of material collateral and personal guarantees. Material guarantees are carried out based on the lease agreement by submitting the Motor Vehicle Ownership Certificate (BPKB) and accompanied by a Fiduciary Guarantee Deed, while personal guarantees are based on a cooperation agreement between the Management of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta.

Cooperation between the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, especially regarding the obligations of the taxi cooperative management, which stipulates that if there are arrears in installment payments of 2 (two) times in a row, the cooperative management is obliged to withdraw the taxi from the cooperative members to be managed by the Cooperative Management. Taxi.

Based on the provisions in the two agreements above, the settlement of defaults committed by cooperative members as debtors is as follows:

a) If there is a delay in payment of installments from one or more members of the cooperative receiving the lease purchase facility, then the cooperative management, either jointly or individually, is obliged to cover/pay the shortfall/arrears in the installments.

b) If there are 2 (two) consecutive installment arrears, the cooperative management will withdraw the vehicle (taxi) from the cooperative member and the burden of obligations/installments will become the responsibility of the cooperative management as long as there is no other cooperative member to replace it or until the rental installments have not been paid in full.

c) PT Bank BRI Persero Unit Pudukpayung Yogyakarta has the right to sell, release, transfer and/or assign rights to anyone deemed good by PT Bank BRI Persero Unit Pudukpayung Yogyakarta.

Based on the two agreements above, the guarantee in the taxi lease agreement carried out by members of the Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta is in the form of material collateral and personal guarantees. Material guarantees are carried out based on the lease agreement by submitting the Motor Vehicle Ownership Certificate (BPKB) and accompanied by a Fiduciary Guarantee Deed, while personal guarantees are based on a cooperation agreement between the Management of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta.

#### **4. Conclusion**

The responsibility of the Pandawa Taxi Cooperative management as guarantor if the cooperative member defaults is based on the cooperation agreement between the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, which stipulates that the Pandawa Taxi Cooperative Management, both jointly and severally, is responsible and guarantees the smooth payment of the lease purchase installments provided by the bank to all members of the Pandawa Taxi Cooperative as recipients of vehicle lease purchase financing facilities. Based on the cooperation agreement, the Pandawa Taxi Cooperative management is obliged to manage and administer all installment deposits from its members, cover or pay the shortfall/arrears in installments from members and withdraw vehicles (taxis) from cooperative members if there are installment arrears for 2 (two) consecutive times to be managed by the cooperative management and the installment burden becomes the obligation of the cooperative management. Based on the provisions of the lease purchase agreement between members of the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta and the cooperation agreement between the Pandawa Taxi Cooperative and PT Bank BRI Persero Unit Pudukpayung Yogyakarta, the settlement of defaults committed by cooperative members will be resolved in the following ways: the management closes/pays installments from members who are late, the vehicle (taxi) is withdrawn by the management and the installment burden becomes the responsibility of the management or the bank sells, releases, transfers and/or transfers rights to a party deemed good and worthy by PT Bank BRI Persero Unit Pudukpayung Yogyakarta.

#### **5. References**

Abdulkadir Muhammad, 1998, *Perjanjian Baku Dalam Praktek Perusahaan Perdagangan*, Citra Aditya Bakti, Bandung

Kartini Muljadi dan Gunawan Widjaja, 2004, *Perikatan Yang Lahir Drai Perjanjian*, PT. Raja Grafindo Persada, Jakarta.

Purwahid Patrik, 1994, *Dasar-dasar Hukum Perikatan*, Mandar Maju, Bandung.

Sentosa Sembiring, 2006, Hukum Kepailitan dan Peraturan Perundang-undangan yang Terkait Dengan Kepailitan, C.V Nuansa Aulia, Bandung.

Subekti, 1995, Aneka Perjanjian, Citra Aditya Bakti, Bandung. Sudikno

Subekti, R. 1994, Pokok-Pokok Hukum Perdata, Intermasa, Jakarta.

Subekti, R. 1995, Aneka Perjanjian, Citra Aditya Bakti, Bandung.

Subekti, R. 1998, Hukum Perjanjian, Internasa, Jakarta.

Subekti. R, 1999, Aneka Perjanjian, Bandung, Penerbit Alumni.

Suharnoko, 2005, Hukum Perjanjian Teori dan Analisa Kasus, Jakarta, Kencana.