Legal Settlement of Contractual Disputes Arising from Force Majeure During the COVID-19 Pandemic

By:
Bayaniku
UPMI
E-mail:
pemulis@gmail.com

Abstract:
This study examines the resolution of contractual disputes arising from force majeure conditions during the COVID-19 pandemic, particularly in relation to event agreements such as wedding services. The global spread of COVID-19, which was officially declared a national disaster in Indonesia through Presidential Decree No. 12 of 2020, significantly affected the implementation of contractual obligations due to government-imposed restrictions such as Large-Scale Social Restrictions (PSBB). This research employs a normative juridical approach, utilizing legal doctrines, statutory regulations, and conceptual analysis supported by literature review. The findings indicate that many agreements between consumers and service providers, especially wedding organizers, were disrupted due to circumstances beyond control, leading to delays or cancellations of events. As a result, conflicts emerged where consumers perceived service providers to be in default, while in reality, the inability to perform was due to force majeure. The study highlights the importance of legal understanding in determining liability and emphasizes the need for fair dispute resolution mechanisms that consider both parties' positions under extraordinary conditions.
Keywords: force majeure, contract dispute, COVID-19, consumer protection, legal resolution

1. INTRODUCTION

Party authorized to issue Constitution new about implementation of PSBB, meaning Large -Scale Social Restrictions . However , the existence of PSBB hinders Lots industry . One of them moving in the sector services , because one of them PSBB requirements are No organize interesting social events many people, both in property they Alone and in the environment public . This causes agreement business before pandemic *covid-19* No can implemented in accordance timetable or even canceled . (Herdiana , 2020)

One of them is company organizer WO wedding , which provides service like package *makeup* , *catering* , *construction* , entertainment , and photography , to *souvenirs* that are all Already handled by WO services . (Amran Suadi, 2018)

Impossible for organizer wedding For avoid reception delayed and forced marriage cancelled . As perpetrator business , organization wedding No can finish promise meet at the appointed time . attitude government to policy *the covid-19 epidemic* , namely PSBB, so that customer consider organizer wedding failed . Which makes consumer suffer loss Because inability For fulfil something achievement in a way appropriate time , while *wedding organizer* get obstacle make A achievement not unimaginable For achieved . However No fulfillment achievements moment pandemic *covid-19* currently ongoing No Possible characterized as *default* , must There is consideration law that is *force majeure* in identify whether incident This is *force majeure* or No .

After contract signed , maybe There

is example *force majeure* that prevents debtor from guard end bargaining . Debtor in situation This No guilty , not bear risk , and not can predict incident like That when arrangement set . Circumstances that are not unexpected , such as occurrence something outside control debtor , can is *force majeure* and provide reason For relief from not quite enough answer debtor For pay compensation (Shafie, 2002) .

Constitution Protection Consumer Law No. 8/1999, which was created by the Indonesian government , regulates rights consumers who must protected , not anti- producer . On the contrary , it notice rights general consumers .

Everything that is done For give protection to consumer called protection consumer while ensure certainty law . Customer own right on clarity law in situation this , and in all case when they use product or services . Core business mission is protect customers . Activities business can considered Healthy if contain balance between safety consumers and producers . If the balance No there is , then can result in situation critical customers , and make losses suffered consumer can originate from action harm manufacturer and from connection existing laws between them and customers they . There are times when party recipient accept goods or services that are not in accordance with agreement Because agreement made between the parties No always walk in accordance .

Legal issues that occur in study This related difference opinion between party commercial and customer consequence *force majeure* that arises consequence *covid-19 pandemic* . Because for objective speed up control Large -Scale Social Restrictions in 2019 , *Coronavirus Disease (covid-19*): Regulations Government Number 21 of 2020 was issued by the government . This is cause implications to the agreement that has been formed before Known *viruses* with *covid-19* , so that related issues with *covid-19 pandemic* often used by consumers For request change make a loss to perpetrator effort and shelter from pandemic with say that perpetrator business has do *default* , without consider whether pandemic This considered as strength big .

Constitution Protection Consumer No. 8/1999, explains those who buy are people who use product or available services For general . Goods or service This can used For profit personal , the importance family , interests individual compared to with interest creature life others , such as plants and animals . Because the Law Number 8 of 1999 explains that goods or services consumed No can for sale back , so that consumer No can defined as every the seller who buys and then sell return .

Consumer No always individual , but when goods or service used For consumption , not For for sale again , legal entities can also say consumers . Article 1 Paragraph 2 of Article Constitution number eight about Constitution Protection Consumer 1999 , literature finance consumer Possible consists of of two types , namely consumer intermediaries and consumers end . Consumer end is buyers who use or utilise end something product , users who take advantage of it product in different procedures known as consumer intermediary . From the explanation this , the explanation behind consumer end own components following :

a. Every individual or individual without legal entity .
b. Use This emphasize use end .
c. It can shaped product or service .
d. For interest personal , family , other people, and creatures life like plants and animals .
e. Goods and services No can returned .

" Consumer " comes from from etymology Language English from the word " konsumen ", which means " user

", or " consumer " in Dutch . According to KBBI (Big Indonesian Dictionary), consumers is users goods production like clothing and food , recipients message ads , and users service like wedding event provider . However , according to a experts , consumers defined as everyone in need goods and services For guard life , family , or treasure object they . (Kristiyanti , 2018)

Consumers are also users goods or service local , according to the Indonesian Consumer Foundation (YKLI), for need family , self alone , some other No For for sale back . According to the Indonesian Consumer Foundation (YKLI), the definition of consumer No too different with definition found in Constitution Protection Consumer Number 8 of 1999.

Based on understanding said , determined that which is meant with consumer is all who receive goods or services used For objective special , or everyone who gets goods or services used For make goods or other services that can for sale back which everyone who uses product or service the can take advantage of it For interest they alone , human like family and not For for sale back . Consumer can classified become consumer personal and consumer organization . Consumers end is consumers who use goods and services For interest self themselves , their families , or others. However , consumers organization is company , institution , or institution government that can help organization running and operating with good . Consumers can nature *profitable* or *nonprofit* .

Constitution protection consumer special form kind of Constitution consumer emphasize How For ensure rights consumers , laws can made . In addition , the definition protection consumer in Constitution can show matter this , namely all initiative For ensure existence certainty consumers and protection based on Constitution .

Protection customer including ensure that customer feel comfortable . Therefore that , the perpetrator business in a way No direct try For maintain and improve the products they sell and be careful to potential risk law , so that perpetrator business required For No violate or injure protection consumers by law protection consumers . Limitations the Then arranged in regulation certain . (Mansyur & Rahman, 2016)

Punishment protection consumer must understood in a way comprehensive and thorough , starting from from action prevention like counseling public until implementation standard quality production national , as well as enforcement law repressive in advance justice and sanctions for companies that violate .

2. REVIEW LIBRARY

Connection between individual arranged in the " Civil Code " , Book III on Bond . Translation from the Dutch word " *verbintenis* " which is " to bind ." Engagement is a legal agreement between two people. Incident law , which may shaped action , event , or situation , is What makes something binding . Relationship law created by events law . Contract produced from contract or regulation legislation . (Soimin , 2005)

Connection laws involving riches or *property* between two or more people more called as agreement , or *verbintenis* . Relationship This allows One party right For accept performance Meanwhile, besides that , forcing other parties to finish achievement . It is clear from the explanation above that agreement is a situation where two or more entity committed For carry out task certain about *property* .

For determine whether something situation is agreement or no , and whether That own impact law or no , we must know component agreement . According to Abdul Kadir Muhammad, the components agreement is as

following : (Muhammad, 2010)

a. There is a meeting of people or the entity in question is party in contracts involving at least two people or entity others , and permitted in a way law For act in accordance with provision contract .
b. There is agreement , an agreement made between the party that owns permanent and not negotiation .
c. There is a purpose For achieved , things This done For ensure that objective will party No contradictory with regulations , morals , or governance general .
d. Profit has made . It will implemented . This means that the parties must do performance in accordance with condition agreement .
e. There is a form certain , whether is it written or verbal . As a result , agreement can stated in a way oral or written . This is in accordance with regulation the law says something agreement only may own proof substantial and powerful tie in form certain .

Condition law so that the agreement or contract can enforced . Herlien Budiono claims that the agreement outlined in Article 1313 is part from the Civil Code and agreements mandatory , namely an agreement that establishes , complements , changes , or end tasks that result in connection law between participating parties in agreement *property* , if one of them party own obligation For do something actions , rights party against For request that action be taken the done , or If second split party get benefits and responsibilities reciprocal costs from action said , then obligation For do action the there is . (Herlien Budiono, 2014)

According to Herlien Budiono, components agreement consists of from things following based on opinion the ;

a. Understanding of the parties ;
b. The parties must decide the settings they come ;
c. Intent or the wishes of the parties For happen consequence law ;
d. Effect law , reciprocity or For profit One party with sacrificing others;
e. Made in accordance with provision regulation legislation ; (Herlien Budiono, 2014)

Conflict can appear When only . Conflict can arise between people, between people and groups , between groups and groups , between companies , between companies and nations , between nation and one each other, and so on . Conflict happen If One party experience loss from other parties and disclose unhappiness This to other parties . Conflict There is when There is difference opinion in condition certain . Dispute is disputes that arise between the parties as consequence from violation provision contract , okay part or in its entirety , in context law , in particular law contract . (Amriani, 2011)

Court action dispute can used For finish or channel court and through alternative For *litigation* is method settlement disputes resolved by court proceedings when taking decisions and power arrange held by the judge. Internal process track lawsuit This tend in a way official and technical , resulting in profitable deal often result in problem new , need long time to solved , spent lots of money, no responsive , and growing hostility between the parties . For dispute .

In Indonesia, the agreement *force majeure* explained between the lines of Civil Code Articles 1244 and 1245, although see more near disclose that rules This more emphasizes on how the replacement process costs , damages , and interest may be functioning as a model for agreement *force majeure* . Terms prevailing power offer insurance to losses caused by terror , consolidation , *obstruction* , *embargo* , disputes labor ,

strike , earthquake earth , rainfall rain , storm , (or disaster natural others), destruction , causes damage , conflict , invasion , war brother , rebellion , revolution , coup military , and sanctions to government .

In Indonesia, very little rules and regulations that discuss *force majeure* . Even if There is regulations , usually only A little rules that discuss like only discussed in paragraph or subparagraph certain from article mentioned . Civil Code in a way exclusive discuss related problems with force *majeure* in Articles 1244 to 1245. In articles This explained that force *majeure* is something incident Where implementation No can done Because things of a nature urge or No can predictable and make debtor No own choice on incident the However debtors also do not Can blamed on events that occur .

Arrangement regarding force *majeure is* also mentioned related with Construction Services, Law No. 18 of 1999 in conjunction with Regulation Government Implementation of Construction Services No. 29 of 2000. In Law this is force *majeure* defined as examples that are not expected and beyond ability creditors and debtors as well as result in loss for one party In the Regulation Procurement of Goods and Services by the President Number 95 of 2007, *force majeure* mentioned as case extreme meaning incident the exceed the capacity of the parties , which makes performance in contract No can fulfilled . Regulations This require contract enter clause about *force majeure* created by the parties .

About Employment , Law No. 13 of 2003, *force majeure* depicted as a state of affairs that is not unexpected make Businessman own authority For end connection Work if happen *force majeure* . *Force majeure is* also mentioned in a way special , based on Constitution Railways Number 23 of 2007, Traffic Number 22 of 2009, and Mineral and Coal Mining Number 4 of 2009, as well as Bank Indonesia Regulation Number 9/2/PBI/2007 concerning Daily Report of Bank Indonesia Regulation Number 8/20/PBI/2006 concerning Transparency Condition Rural Bank Finance and Bank Indonesia Regulation Number 10/4/PBI/2008 concerning Commercial Banks concerning Rural Banks . (Soemadipradja , 2010)

Protection consumer related with protection law , so that involving element law . Protection law close related with protection consumers . There are several element the law attached to a object protection in matter protection consumer protection This No always physical ; on the contrary , it covers protection rights consumers who do not clear , the same with protection rights authorized clients in a way law . Protection consumer means protect consumer from traders who do not fair or violate law . (Zulham , 2016)

Government make protection law consumer For protect consumer from various possible challenges and disputes caused by the perpetrator business . With thus , because customer always more weak than business , rights consumer protected . (Sukmawati & Purwanto, 2019)

Constitution protection consumer special form kind of Constitution consumer emphasize How For ensure protection rights consumers , laws can made . In addition , the definition protection consumer in Constitution can show matter this , more precisely , every effort For ensure security consumers and certainty based on Constitution .

Protection customer including ensure that customer feel comfortable . Therefore that , the perpetrator business in a way No direct try For maintain and improve the products they sell and be careful to potential risk law , so that perpetrator business required For No violate or injure protection consumers by

law protection consumers . Limitations the Then arranged in various regulation . (Mansyur & Rahman, 2016)

3. IMPLEMENTATION METHOD

Research methods beneficial For maintain truth scientific , Therefore , the writing must be use method proper writing because it is very important and is guidelines research . The type of research used For in study This is a research strategy law use normative approach . In line with Ronny Hanitijo Soemitro, research law normative use source secondary or source Power library For gather information For studies law (Soemitro, 1990) . In the method study this is what is used is case by case and approach legislative . Every related laws and regulations with problem the law being handled checked in approach law . Known methods as approach case see related cases with problems encountered and those that have been produce decision courts that have consequence eternal law . (Marzuki, 2019)

4. RESULTS AND DISCUSSION

Legal Impact of Consequences Covid-19 Pandemic In Agreement *Wedding Organizer*

About contracts , especially contract business in Indonesia during *covid-19 epidemic* each other related . In case This No can reach performance consequence *covid-19 epidemic* , following a number of regulation government in overcome *covid-19* with publish a number of regulations , including :

1. Republic of Indonesia *Covid-19* Social Restrictions Large -Scale Regulations Government Regulation No. 21 of 2020 concerning Large -Scale Social Restrictions (*covid-19*). The definition of " Large -Scale Social Restrictions " in Article 1 explains that This refers to the restrictions access public to activity certain areas where the infection is present *covid-19* allegedly For objective lower risk spread of the virus.
2. Declaration distribution an unforeseen disaster reasonable as condition emergency nationally in 2019 , the coronavirus disease (*covid-19*), was made by Presidential Decree of the Republic of Indonesia No. 12 of 2020. Presidential Decree This confess that covid-19 has spread and resulted in non- natural disasters that have increase number of casualties and losses treasure objects , expanding the affected area impact disaster , and have implications social broad economy organization For world health (WHO) about *covid-19* has classified as pandemic on March 11, 2020. Therefore , a Presidential Decree is needed to address this marking determination distribution *covid-19* as disaster for the country.
3. Committee expert in frame speed up handling coronavirus disease *2019* (*covid-19*). As listed in Article 3, the Committee Improvement Speed Handling , purpose *covid-19* is to increase resilience sector health national ; accelerate response *covid-19* through partnership between ministry or institution as well as authority local ; for increase awareness will potential evolution and escalation distribution *covid-19* , as well as For increase preparedness and capability For prevent , detect , and respond to them .
4. Identification *Corona Virus* by the Republic of Indonesia Proclamation Presidential Decree No. 11 of 2019 (*covid-19*) 2020, The Emergence of Public Health in Accordance with the Presidential Decree Public Health Emergency Number 11 of 2020, Caused by *coronavirus disease* 2019 *(covid-19*), for the Republic of Indonesia must handled in accordance with regulation law related .
5. Republic of Indonesia Disease *Coronavirus* 2019 (*covid-19*), Instructions President Number 4 of

2020 concerning Refocusing of Activities , Reallocation Budget , and Purchase of Goods and Services for Speed up Handling .

Government take action with prioritize use of funds from budget moment This For carry out tasks that speed up management *coronavirus* 2019, or *covid-19* . with protocol handling disease *coronavirus* 2019 (*covid-19*) as determined by ministries , institutions and the government area , as well as plan operational acceleration handling disease *coronavirus* 2019 (*covid-19*) as determined by the cluster task acceleration handling disease *coronavirus* 2019 (*covid-19*) in 2019 .

With developments in the sector economy in various industry , law agreements also grow with fast . Number of people in contact with other people more and more increased , including contracts made by the event organizer . Even in Language English , " organizer " is term meaning " event organizer " . Event organizations have There is since a long time ago in Indonesia, starting from party customs with committee the party in charge answer For increase structure party customs .

In Indonesia, *event organizer* has popular since 1990 , but its popularity increased in 1998 after a number of big employee leave work they Because various reasons . As a result , people started look for another way to earn money with become *event organizer* . Event organization is responsible company answer For organize an event or activities consisting of from a series plans drawn up in a way systematic and requires Work The same team and perseverance . One of the results development event organization is emergence organizer wedding as one of the part from business .

Wedding Organizer help with all aspects of the wedding event , starting from preparation until day wedding *organizer* is service specifically which personal help candidate bride and groom and family they in planning and executing party wedding in accordance schedule that has been set , arranged , and regulated . As business , organizer wedding often experiences ups and downs , so they No seldom do things that sometimes can harm customers . In this situation difficult , necessary done agreement .

In carrying out something agreement , no close possibility will happen change new agreements and conditions added formed . Actions to make change This usually called as *addendum* . Changes to the agreement This usually significant and influential objective agreement That alone . This is due to agreement made in a way law No can implemented entirely , because one of them party fail do or fulfil agreed performance Because *default* or consequence from condition emergency . In case this , the agreement the No can implemented Because emergence pandemic *covid-19* in Indonesia. Which in turn decision government For make guidelines new For stop distribution epidemic *covid-19* in the country .

Related clauses with clause contract *wedding planner* about *force majeure* own objective For avoid loss for parties involved in agreement suffer loss Because actions God . *Force majeure* stated as part compiler something event . is if incident the happen Because something incident nature , no can predicted and shown inability For carry out implementation agreement Good in term long and in term short .

Element *Force Majeure* in Agreements *Wedding Organizer*

Force majeure This own connection close with problem Because consequence law *force majeure* , which exceeds task agreement pending and lost agreements but *force majeure* can also produce obligation For offer compensation disappeared . In the agreement between *wedding organizer* between perpetrator companies and consumers Where matter This can it is said as the agreement that

occurred only between parties involved therefore , if there is disabled fulfillment performance in cases where change make a loss arranged based on fulfillment wrong performance , for sure can completed in agreement addendum formed between second split party .

See incident This can seen with clear discuss clause in related contracts with *force* majeure created between *wedding organizers* and consumers can considered as consequence from *covid-19 pandemic* , because when *covid-19 pandemic* enter to Indonesia and as response , *Covid-19 pandemic* identified by the Indonesian government as emergency national synthetic Large -Scale Social Restrictions in Context Regulation Government of the Republic of Indonesia Number 21 of 2020 Disaster *Covid-19 2019* : Acceleration Countermeasures Disease *Corona Virus* . Live make a wedding organizer not Again considered as condition *force majeure* , but more from That .

Due to the conditions *force majeure* has fulfilled , advocate wedding No Again considered do *default* . If examined more far away , *force majeure* consists of from things following :

1. There was an incident not unexpected .

   As we know that the emergence of a known virus as *covid-19* is incident not unexpected . *Covid-19 pandemic* bother activities around the world because not everyone anticipate it . *Organizer* wedding No can anticipate or understand that *covid-19* will spread in Indonesia.
2. If there are obstacles that hinder somebody For fulfil obligations . *The Covid-19 pandemic* also changed the agreement that has been formed before *covid-19 pandemic* , many agreement has made . which is not can implemented The same once by the parties related .
3. Resulting in loss for one or second split parties . Social Restrictions recently This For handle *covid-19 pandemic* impact on the economy national , which in the end result in destruction economy national . The parties who have reach agreement experience loss as the consequences of *the Covid-19 pandemic* cause Lots energy and time that has been spent for events and receptions a must -have marriage changed back and even replace several vendors. As a result , loss it is very visible from second split party .
4. The event No bad or No planned . In accordance with what has been explained by the researchers above , the *covid-19 pandemic* is not something planned because of the *covid-19 pandemic* No caused by humans , can considered as act of God. This allows the party that does not can finish his duties considered own good faith good , so they No considered fail pay ; on the contrary , they considered experience *force majeure* .

Analysis Settlement Dispute on Agreement *Wedding Organizer*

Payments that have been made done will entered to in plan customized wedding with vendors so that payment can done appropriate time . The PSBB policy was made For decide connection *covid-19* in the beginning pandemic in Indonesia. Because *vendors* who have given No always can present at different times , situations This burdensome *wedding organizer* . Scheduling repeat wedding still accepted by the organizer marriage . This is make *wedding organizer* Confused with timetable *vendors* who do not uncertain .

Position *wedding organizer* and completion dispute , researcher No fully agree with method dispute completed by *the wedding organizer* with consumers . For settlement problem first , namely when marriage contract and reception No can held Because policies within the framework of the Republic of Indonesia, regulations Government Number 21 of 2020: Large -Scale Social Restrictions for

Acceleration Handling Disease *Coronavirus 2019* (*covid-19*), so that make all something forced postponed even stopped , *wedding organizer* own *rescheduling* or scheduling repeat so that the ceremony and reception wedding No cancelled , only postponed with change date agreement .

Steps taken is steps wise . Because of this This Can it is said as *win -win solution* Because Good *wedding organizer* and consumers sitting together For look for method best in finish the conflict that occurred with use the principle of not There is the injured party . For problem second , namely when *wedding organizer* forced replace because it was agreed in agreement No can present on the date altered wedding . Wedding *organizer* who acts Alone with replace without discuss or communicate moreover formerly with consumers .

Wedding organizer actions to consumer No can justified Because second split party has bound in agreement that makes every actions to be taken taken by both split party must in accordance with agreement made by the parties bound by the agreement . Because it is feared that action or steps taken without agreement from second split party can influence main agreement . However Because condition *covid-19 epidemic* own element *force majeure* , then action *wedding organizer* to consumer No can considered fail pay and consumer must consider the event as *force majeure* , so that No appropriate for consumer For request change loss of 70% to *wedding organizer* .

5. CONCLUSION

Agreement *wedding organizer* , requirements *force majeure* has fulfilled . because see clause related agreements with *force* majeure created between *covid-19 pandemic* can punish organizer marriage . because when *covid-19 epidemic* hit Indonesia and the *covid-19 epidemic* classified as disaster inhabitant international by the Indonesian government . Making *wedding organizer* become standard new but only classified as currently depicted as be under strength big . Completion dispute in agreement *wedding organizer* with consequence condition *covid-19* . decided through negotiations , so that injured party can request change loss , the amount of which must paid every divided months to five months and paid every twenty .

6. LIST LIBRARY

Amran Suadi. (2018). *Settlement of Sharia Economic Disputes: Legal Discoveries and Principles* (Second Edition). Prenadamedia Group.

Amriani, N. (2011). *Alternative Civil Dispute Resolution in Court* . Raja Grafindo Persada.

Herdiana, D. (2020). Implementation of Large-Scale Social Restrictions (PSBB) as an Effort to Combat Corona Virus Disease 2019 (Covid-19). *Decision: Journal of Public Administration* , *2* (2). https://doi.org/10.23969/decision.v2i2.2978

Herlien Budiono. (2014). *General Teachings of Contract Law and Its Application in the Notary Sector* (Second Edition). Citra Aditya Bakti,.

Kristiyanti, CTS (2018). *Consumer Protection Law* (New Printing). Sinar Grafika,.

Mansyur, A., & Rahman, I. (2016). Enforcement of Consumer Protection Laws as an Effort to Improve National Production Quality. *Journal of Legal Reform* , *2* (1), 1. https://doi.org/10.26532/jph.v2i1.1411

Marzuki, PM (2019). *Legal Research* (Revised Edition). Kencana.

Muhammad, A. (2010). *Indonesian Civil Law* . Citra Aditya Bakti.

Shafie, Y. (2002). *Business Actors, Consumers and Corporate Crime* (1st

Edition). Ghalia Indonesia.
Soemadipradja, RSS (2010). *Legal Explanation of Force Majeure* . National Legal Reform Program (NLRP).
Soemitro, RH (1990). *Legal Research Methodology and Jurimetrics* (Edition: Printed). Ghalia Indonesia,.
Soimin, S. (2005). *Civil Code (KUH Per)* . Sinar Grafika.
Sukmawati, NMD, & Purwanto, IWN (2019). Legal Responsibility of Online Shopee Business Actors to Consumers Due to the Circulation of Counterfeit Cosmetic Products. *Kherta Semaya: Journal of Legal Studies* , *7* (3), 1–14.
Zulham. (2016). *Consumer Protection Law* . Kencana.