

**PERLINDUNGAN HUKUM DALAM PERJANJIAN JUAL BELI STEAM
(NON-COOKING) COAL ANTARA PT PRIMA JAYA INDAH DAN EVER
PIONEER Co.Ltd (Studi Kasus Putusan Badan Arbitrase Nasional
Indonesia Nomor: 420/VIII/ARB-BANI/2011)**

Benny Andreas

ABSTRAK

Dalam suatu perjanjian jual beli yang menjadi objek dari pada perjanjian tersebut adalah prestasi itu sendiri. Prestasi merupakan suatu atau beberapa hal yang harus dilaksanakan dalam suatu perjanjian yang sering terjadi sengketa bagi para pihak. Metode penelitian yang digunakan dalam penelitian ini adalah yuridis normatif yang dilakukan dengan cara meneliti bahan pustaka atau bahan sekunder yang diperoleh dari bahan pustaka. Berdasarkan hasil penelitian, yang menjadi dasar pertimbangan Arbiter Bani dalam memutus perkara wanprestasi dalam perjanjian jual beli *steam (non-cooking) coal*, Pihak Everpioneer Co. Ltd tidak membayar harga batubara sesuai dengan yang disepakati dalam perjanjian jual beli *steam (non-cooking) Coal* Nomor Con/01/Ever-PJI/1/11. Putusan Badan Arbitrase Nasional Indonesia Nomor: 420/VIII/Arb-Bani/2011 yang memutuskan terhadap Termohon untuk membayar ganti rugi sesuai harga penjualan batubara kepada Pemohon sebesar USD 3,494,875,00,- (tiga juta empat ratus sembilan puluh empat ribu delapan ratus tujuh puluh lima dollar Amerika Serikat). Putusan ini belum memberikan perlindungan hukum dikarenakan Pasal 70 UU Arbitrase dan APS masih membuka peluang terhadap upaya hukum/perlawanan yaitu permohonan pembatalan putusan arbitrase.

Kata Kunci: Perlindungan Hukum, Perjanjian Jual Beli

**LEGAL PROTECTION AGREEMENT BUY SELL STEAM (NON-
COOKING) COAL COMPANY BETWEEN PT. PRIMA JAYA INDAH
AND EVERPIONEER CO.LTD (Case Study National Arbitration Ruling
Body Of Indonesia Number: 420 / VIII / ARB-BANI / 2011)**

Benny Andreas

ABSTRACT

In a purchase agreement which is the object of the agreement is an accomplishment in itself. Achievement is one or a few things that should be implemented in a common agreement for the parties dispute. The method used in this research is normative juridical done by examining the library materials or secondary materials obtained from library materials. Based on the results of research that led to the consideration of Bani arbitrator in deciding the case of default in the purchase agreement steam (non-cooking) coal, Party Everpioneer Co. Ltd. does not pay the price of coal in accordance with the agreed in the purchase agreement steam (non-cooking) Coal Number Con / 01 / Ever-ISP / 1/11. Indonesian National Arbitration Board Decision No. 420 / VIII / Arb-Bani / 2011 which decided against the Respondent to pay compensation according to the Applicant coal sales price of USD 3,494,875,00, - (three million four hundred and ninety four thousand eight hundred and seventy five US dollars). This ruling has not given legal protection because Article 70 of Law Arbitration and APS are still opportunities to remedy / resistance ie cancellation request arbitration decision.

Keywords: Legal Protection, Sale and Purchase Agreement