



**Legal Ramifications of Null and Void Franchise Agreements Culminating in
Unilateral Contract Termination (Case Study on Court Ruling No.
3/Pdt.G.S/2023/PN Jkt.Utr)**

LEGAL WRITING

Submitted to complete assignments and meet the requirements to complete the
Undergraduate Program (S1) at the Faculty of Law Diponegoro University

By:

RAFI RASTANAWA

11000119190655

**FACULTY OF LAW
DIPONEGORO UNIVERSITY
SEMARANG**

2023

APPROVAL PAGE

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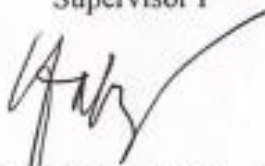
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RAFI RASTANAWA

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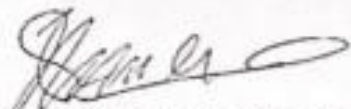
Supervisor I



Bagus Rahmanda, S.H., M.H.

NIP H.7.198704232018071001

Supervisor II



Pulung Widhi Hari Hananto, S.H., M.H., LL.M.

NIP H.7.198706152018071001

EXAMINATION PAGE

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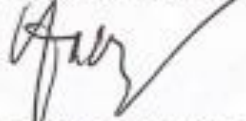
Prepared and Written by:

Rafi Rastanawa

11000119190655

Has been tested before the Board of Examiners on the date set by Board of Examiners

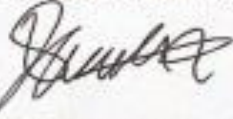
Head of Examiner



Bagus Rahmanda, S.H., M.H.

NIP H.7.198704232018071001

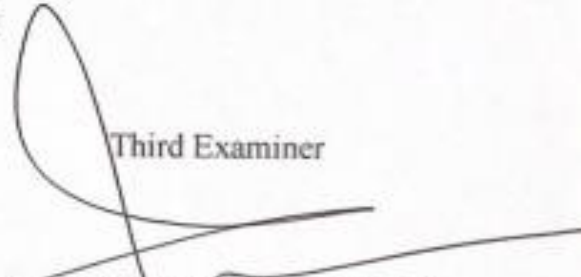
Second Examiner



Widhi Hari Hananto, S.H., M.H., LL.M.

NIP H.7.198706152018071001

Third Examiner

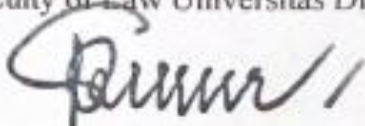


Dr. Ery Agus Privono, SH.M.Si.

NIP: 196108061986031002

Authorize:

Dean Faculty of Law Universitas Diponegoro

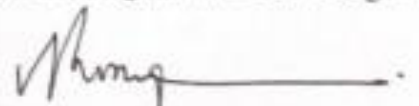


Prof. Dr. Retno Saraswati, S.H., M.Hum.

NIP 196711191993032002

Recognize:

Head of the Undergraduate Law Program



Dr. Aditya Yuli Sulistyawan, S.H., M.H.

NIP 198407092008121002

ACKNOWLEDGEMENT

I solemnly affirm that this Legal Writing has not been previously presented for a bachelor's degree at any other academic institution. To the best of my awareness, the content of this manuscript solely reflects my own original ideas and perspectives. I assert that no external works or opinions, apart from those explicitly referenced in this document and documented in the bibliography, have been incorporated into this work or published in any form.

Semarang, 20 November 2023



RAFI RASTANAWA

MOTTO

“Nothing is going to drag me down to a death that is not worth cheating”

- **Elliott Smith**

“There is always a crack in everything. That's how the light gets in.”

- **Leonard Cohen**

FOREWORDS

Assalamualaikum warahmatullahi wabarakatuh

The author's gratitude goes to Allah SWT so that the writer may write the thesis entitled **“Legal Ramifications of Null and Void Franchise Agreements Culminating in Unilateral Contract Termination (Case Study on Court Ruling No. 3/Pdt.G.S/2023/PN Jkt.Utr)”** smoothly.

This thesis is structured to fulfill one of the requirements to complete the Undergraduate Program (S1) at the Faculty of Law, Diponegoro University.

The author is aware that this thesis could have been prepared with various parties' help, advice, and encouragement. In light of this, the author would like to express his gratitude to the following:

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Semarang 20 November 2023

Author,

Rafi Rastanawa

NIM 11000119190655

PREFACE

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

The author expresses gratitude to the Almighty for His abundant mercies, guidance, and gifts, enabling the completion of the study titled "Legal Ramifications of Null and Void Franchise Agreements Culminating in Unilateral Contract Termination (Case Study on Court Ruling No. 3/Pdt.G.S/2023/PN Jkt.Utr)." This work stands as one of the prerequisites for obtaining a Bachelor of Laws degree at the Faculty of Law, Diponegoro University.

Acknowledgment is extended to all parties who supported and contributed to this research, whether directly or indirectly. The invaluable support and insights provided significantly influenced the drafting of this thesis. The author recognizes that limitations in knowledge and ability posed challenges in completing this research, making constructive criticism and suggestions crucial for future improvement.

In essence, the author aspires that this study will make a substantial contribution to understanding the legal ramifications of null and void franchise agreements, particularly focusing on unilateral contract termination. Additionally, it aims to offer a broader perspective in addressing the legal challenges associated with franchise agreements within the context of contemporary legal practices.

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ABSTRACT

The advent of the industrial revolution has facilitated mass production of goods, necessitating the expansion of markets from local to global levels. This has led to the prevalence of intermediary traders, such as agents, distributors, and franchise systems, as efficient channels for producers to reach consumers.

In Indonesia, franchise businesses, spanning various industries like food and health services, have experienced significant growth, contributing substantially to economic development, job creation, and poverty alleviation. The legal landscape governing franchises in Indonesia has evolved with globalization, with Government Regulation No. 42 of 2007 playing a crucial role in regulating franchising arrangements.

Franchising, a rapidly expanding industry globally, combines the strengths of established companies and has become integral to economic growth, trade, and service advancements. The legal implications of franchise agreements, specifically the termination thereof, present intricate challenges.

Examining a case study involving Imelda Bungawati and PT. Hoghock Kuliner Indonesia reveals complexities arising from unilateral termination, raising questions about the validity of the franchise agreement and its compliance with relevant regulations. This thesis aims to delve into the legal ramifications of null and void franchise agreements, analyzing the impact on franchisors in the context of evolving conditions and potential misdirection within such agreements. The study will provide a detailed examination based on legal materials from Court Ruling No. 3/Pdt.G.S/2023/PN Jkt.Utr, seeking to enhance understanding and contribute valuable insights to this legal domain.

Keywords: Null and void franchise agreements, Unilateral termination, Case study, Franchise systems