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