

## ABSTRAK

Perjanjian Build Operate Transfer (BOT) merupakan bentuk kerja sama antara pemerintah dengan pihak swasta selama masa konsesi tertentu. Dalam praktiknya, pembatalan BOT seringkali terjadi salah satunya disebabkan oleh perbedaan penafsiran mengenai hak dan kewajiban para pihak. Penelitian ini bertujuan untuk menganalisis akibat hukum pembatalan perjanjian BOT pada pembangunan The High End City Korea Town antara PT. Pulo Mas Jaya dan PT. Korea World Center Indonesia berdasarkan Putusan No. 24/PDT/2017/PT.DKI. Penelitian ini menggunakan metode doktrinal dengan pendekatan terhadap norma hukum positif. Data yang digunakan merupakan data sekunder yang terdiri dari bahan hukum primer, sekunder, dan tersier yang diperoleh melalui studi kepustakaan. Hasil penelitian menunjukkan bahwa pembatalan perjanjian BOT tidak dapat dilakukan secara sepihak oleh PT. Pulo Mas Jaya hanya karena adanya perbedaan penafsiran mengenai wanprestasi. Majelis hakim banding menyatakan bahwa PT. Pulo Mas Jaya telah melakukan perbuatan melawan hukum, penyalahgunaan keadaan melalui klausula perjanjian yang lebih menguntungkan pihaknya serta tidak ditemukan wanprestasi oleh PT. Korea World Center Indonesia. Berdasarkan amar putusan, PT. Pulo Mas Jaya dihukum untuk tunduk pada perjanjian BOT dan pembatalan dianggap tidak sah dan tidak memiliki dasar hukum.

**Kata Kunci :** *Build, Operate, Transfer (BOT)*, Pembatalan Perjanjian, Akibat Hukum.

## **ABSTRACT**

*A Build Operate Transfer (BOT) agreement is a form of cooperation between the government and the private sector for a certain concession period. In practice, BOT cancellations often occur, one of which is due to differences in interpretation of the rights and obligations of the parties. This study aims to analyze the legal consequences of the cancellation of the BOT agreement on the construction of The High End City Korea Town between PT. Pulo Mas Jaya and PT. Korea World Center Indonesia based on Decision No. 24/PDT/2017/PT.DKI. This study uses a doctrinal method with an approach to positive legal norms. The data used are secondary data consisting of primary, secondary, and tertiary legal materials obtained through literature studies. The results of the study indicate that the cancellation of the BOT agreement cannot be carried out unilaterally by PT. Pulo Mas Jaya only because of differences in interpretation of default. The panel of appellate judges stated that PT. Pulo Mas Jaya had committed an unlawful act, abuse of circumstances through agreement clauses that were more favorable to it and no default was found by PT. Korea World Center Indonesia. Based on the verdict, PT. Pulo Mas Jaya was ordered to comply with the BOT agreement and the cancellation was deemed invalid and had no legal basis.*

**Keywords :** *Build, Operate, Transfer (BOT), Cancellation of Agreement, Legal Consequences.*