



Legal Consequences Due to Default in Agreements During the Covid-19 Pandemic in the Perspective of Justice

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Abstract. *An agreement is an event in which one individual commits to another individual, or two individuals promise each other, to carry out a certain action. The Covid-19 pandemic that has hit globally, which the Indonesian government has designated as a non-natural national disaster, can be used as a reason for force majeure, this has legal consequences and requires special legal protection. Therefore, the author feels it is necessary to conduct scientific research, what are the legal consequences of default on agreements made during the Covid-19 pandemic, and what is the legal protection of agreements during the Covid-19 pandemic from a justice perspective. The research method that the author uses is the legal research method. normative or library legal research methods. One of the aspects reviewed is the law of default in the context of an agreement, where there is a failure of the debtor to fulfill his obligations. On the other hand, the policy steps taken by the Government to prevent the spread of the Covid-19 outbreak are also proof of the State's commitment to providing legal protection for its people, with the aim of creating a sense of security and ensuring legal certainty and justice. Although the principle of force majeure does not automatically result in the cancellation of an agreement, this principle can be used as a basis for reopening negotiations in order to create balance, avoid losses that are unwanted by both parties, and provide justice in the situation that occurs. This is because compelling circumstances bring consequences for the parties in an agreement, where parties who cannot fulfill their achievements are not declared to be in default.*

Keywords: Agreement, Default, Covid-19, Pandemic, Justice

INTRODUCTION

An agreement is an event in which one person commits to another, or in which two individuals commit to each other to perform a particular action. From this event, a relationship arose between the two called engagement. This agreement creates an agreement between two individuals involved in making it (Subekti, 2005). The treaty law system in Indonesia is still inclusive and open, which means giving as much freedom as possible to anyone who wants to make an agreement without violating generally applicable laws and regulations. The principle of registering in this agreement is based on Article 1338 paragraph (1) of the Civil Code.

In the process of implementing promises that have been agreed by both parties, obstacles often arise that can come from internal factors (parties involved in the agreement) and external factors, both reasonable and unreasonable. The Covid-19 pandemic is an example of an unusual factor and has had a major impact on today's business world. Many of these businesses suffered losses even to the point of facing bankruptcy. These losses have triggered disputes that must be resolved through the court process, with the aim of obtaining legal protection and justice.

In the context of treaty law, in the event of losses due to breach of the agreement due to delay, intentionality, or in good faith, the party experiencing the loss has the right to terminate the agreement and apply for an indemnity agreement, in accordance with the provisions stipulated in Articles 1238 to 1245, as well as Articles 1266 and 1267 of the Civil Code. To classify an action as a default, it requires the existence of a prior agreement or agreement, or the existence of a binding legal relationship between the two parties. In addition, to file a claim related to default, a legal process is required which includes a declaration of default or subpoena.

However, if the mistake was caused by force majeure, and if both parties can prove the existence of such coercive elements, then they cannot claim compensation in accordance with Articles 1244 and 1245 of the Civil Code. The Indonesian government has issued several policies in dealing with the impact of the spread of Covid-19. Presidential Decree Number 12 of 2020 concerning the Determination of Non-Natural Disasters Due to the Spread of Covid-19 as National Disasters, followed by Regulation of the Minister of Health of the Republic of Indonesia Number 9 of 2020 concerning Large-Scale Social Restrictions in the context of combating coronavirus disease in 2019.

This termination policy has caused delays in business activities in exercising rights and obligations in contracts, often as a basis for terminating or canceling a contract due to overmacht or force majeure. An overmacht or force majeure is an extraordinary event that prevents a person from carrying out his work in accordance with the promising one in a situation that is not foreseen at all. The debtor becomes unable to do something due to circumstances that cannot be predicted or anticipated. In this case, the non-performance or delay in the execution of the agreement is not due to the fault or fault of the parties involved. Therefore, innocent parties cannot be punished for negligence (Subekti, 2005).

The same applies in the context discussed in decision No.806/Pdt.G/2021.PN JKT. Cell. In this case, the legal relationship between the applicant and the respondent is related

to the partnership agreement on February 17, 2021 with appointment number: TPS-21042 dated February 5, 2021, with a Contract Value of IDR 1,539,339,450.00 (One billion five hundred thirty-nine million three hundred thirty-nine thousand four hundred and fifty Rupiah) including VAT, for construction projects by the applicant. The deadline that has been mutually agreed is 60 (sixty) calendar days after the date the work permit is received by the Building Management Agency, which is March 19, 2021, so the submission must be made on May 19, 2021.

At first, the company's implementation process went smoothly. However, according to the response from the Defendant in the lawsuit, the situation began to change when 7 out of 10 Defendant workers were exposed to or tested positive for the Covid-19 Virus. This was revealed through the results of a rapid test that was routinely carried out before construction work began. As a result, the affected workers had to undergo self-isolation for 14 days, resulting in them being unable to continue their work. In addition, the situation is further exacerbated by the government's policy to extend the Large-Scale Social Restrictions (PSBB) rules.

This policy had a domino effect on all relevant parties, including vendors and counterparties who provided materials for Defendant's construction work. The supply chain of materials and other elements became disrupted, and some were even forced to close. The impact of all this affects the Defendant's ability to fulfill its obligations on time in the contract with the Plaintiff. Over time, the Defendant's performance in fulfilling its obligations to the Plaintiff experienced delays. The Defendant filed an application for postponement of the date of delivery of the work to the Plaintiff. The schedule for changes to this lawsuit was filed 3 times, with the last one filed on June 25, 2021.

Plaintiff agrees with the submission. Despite this, at that time, the handover of work had not reached 100%, and finally the Plaintiff decided to unilaterally terminate the relationship. In this case, there were a number of unexpected obstacles, such as the spread of Covid-19 and government policies, which significantly affected the performance of the contract between the Plaintiff and the Defendant. These reasons became major factors in Plaintiff's decision to terminate relations with Defendant. In an effort to ensure transparency and accuracy in the calculation of work progress, the Plaintiff highlighted and invited the Defendant to attend an external audit session conducted by the Independent Quantity Surveyor.

However, the Defendant was not willing to attend the session. Based on the external audit report issued on July 29, 2021 by the Independent Quantity Surveyor appointed by the Plaintiff, it was found that the progress of the work carried out by the Defendant only reached 57.89% of the contract value stated in the Cost Budget Plan (RAB) agreed in the agreement. Even though the Plaintiff has made a payment of 70% of the contract value, based on proof of payment, there is a difference of 12.11% of the contract value or Rp186,414,007.00. In addition to this claim for the difference in payment, the Plaintiff also filed a claim for material damages due to the delay in the fulfillment of performance by the Defendant.

This delay occurred for 46 days, starting from May 10, 2021 to June 25, 2021. In accordance with the provisions in the agreement, the amount of compensation for this delay is 1 per mile or 0.001 of the contract value, which is Rp64,372,377.00. In addition, the Plaintiff also claimed other work costs incurred due to the Defendant's delay, amounting to Rp. 691,128,819.00. Other compensation claims filed by the Plaintiff include losses in the form of loss of potential operating profits of Rp5,000,000,000.00, as well as immaterial losses of Rp10,000,000,000.00. Therefore, the total claim for compensation filed by the Plaintiff against the Defendant reached an amount of Rp15,941,915,203.00.

In connection with the problems as described above, researchers conducted scientific studies and analysis with the formulation of the problem in this study, namely how to protect the law due to default in agreements made during the Covid-19 pandemic that reflects a sense of justice (Case study of Decision Number: 806/Pdt.G/2021/PN-JKT-Sel). As an analytical knife in this scientific research, researchers use legal theories including the theory of treaty law proposed by Subekti and the theory of legal justice proposed by Gustav Radbruch and Aristoteles.

LITERATURE

The theory of agreement refers to Book III Chapter II of the Civil Code Article 1313 which reads "Agreement is an act by which one or more persons bind themselves to one or more other people" (Subekti & R. Tjitrosudibio, 2013). While Subekti itself formulates that a covenant is an event where someone promises to another person or where two people promise each other to do something (Subekti, 2005). From this event arose a relationship between two people called an engagement. So the treaty issued the agreement of the two people who made it. In form, the covenant is a series of words containing promises or

engagements spoken or written. Thus, the relationship between an engagement and a covenant is that it issues an engagement.

Covenants are a source of engagement, alongside other sources. An agreement is also called an agreement, because both parties agree to do something. It can be said that both words (agreement and agreement) have the same meaning. While contract has a narrow meaning aimed at a written agreement or agreement. The theory of legal protection according to Satjito Rahardjo is an effort to protect one's interests by giving a human right the power to act in the framework of his interests. Meanwhile, according to CST Kansil, legal protection is all legal remedies that must be provided by law enforcement officials to provide a sense of security, both outwardly and mentally from interference and various threats from any party (Kansil, 1989).

Another case, according to Philipus M. Hadjon, legal protection is the protection of dignity, as well as the recognition of human rights possessed by legal subjects based on general provisions of arbitrariness or a collection of regulations or rules that will be able to protect something else. (Kansil, 1989). Hadjon classified two forms of legal protection for the people based on their elements, namely preventive and repressive protection. Preventive protection is that people are given the opportunity to express their opinions before the government gets a definitive decision to prevent them from happening, while repressive protection aims to resolve disputes.

Then the Theory of Legal Justice can be explained that Justice according to Plato is the emancipation and participation of the police/citizens in providing ideas about the good for the state (Rhiti, 2018).

According to Aristotle, justice is defined as a balance whose measure is numerical similarity and proportional similarity. Numerical similarity means that every human being is equal in a whole, for example everyone is equal before the law. While proportional equality means that everyone is given their rights according to their abilities and achievements. Aristotle further divided justice into two, namely distributive justice and corrective justice. Lawrence M. Friedman believes that the success of law enforcement in achieving a sense of justice will depend on three components of the legal system, namely the legal structure component in the form of law enforcement officials, the legal substance component in the form of rules, norms and patterns of community behavior in the legal system, and the third is the legal culture component in the form of ideas, attitudes, beliefs, expectations and opinions about the law (Sidarta, 2008).

METHOD

Based on the explanation that the researcher gave, this study used legal research methods with a normative analysis approach. This method involves collecting, processing, and analyzing data in the form of primary, secondary, and tertiary legal documents to achieve a deeper understanding of the topic under study. In this method, the analysis used is qualitative descriptive, which leads to a detailed description of the data that has been collected.

In more detail, the research process carried out is as follows:

- a) **Data Collection:** Researchers collect a variety of legal documents relevant to the research topic, including primary legal documents (such as laws and regulations, court decisions), secondary legal documents (such as literature or articles discussing the topic), and tertiary legal documents (such as reference books). This data becomes the basis for conducting the analysis.
- b) **Data Processing:** After the data is collected, researchers perform data processing by reading, classifying, and summarizing the information found in these documents. This processing helps researchers to understand the legal context relevant to the research.
- c) **Normative Analysis:** In this stage, researchers analyze data normatively, namely by referring to the legal principles contained in these documents. This analysis involves understanding the legal aspects related to agreements during the Covid-19 pandemic, as well as realizing laws that may arise.
- d) **Qualitative Description:** The analysis carried out is descriptive qualitative, where the researcher describes the findings of the normative analysis with words and in-depth explanations. This approach provides a deeper understanding of related legal concepts, principles, and implicits.

Through the use of this method, this research can provide a more comprehensive understanding of the legal protection of agreements during the Covid-19 pandemic and how these aspects reflect a sense of justice in the special cases studied.

DISCUSSION

Researchers have provided a good explanation of the basic principles in the Open Law Treaty system. In this system, there is wide freedom for the parties involved to enter into agreements in accordance with their respective interests, as long as such actions do not harm

public importance and decency. Common law, or law known as supplementary law, gives parties the discretion to remove or amend certain provisions of the contract according to their needs, as long as it does not violate higher legal principles or applicable norms. This allows the parties to tailor the agreement to the specific context and circumstances in which it occurred.

The basic concept of deliberation in a legal agreement illustrates that an agreement is the result of agreements and arrangements made by the parties involved. In other words, an agreement becomes valid and occurs if its essential elements have been agreed upon by all parties involved. This principle underscores the importance of an honest and fair agreement between contracting parties. It also reflects that in the Open Law Treaty system, complicated formalities or procedures are not always required to validate the agreement. What is important is that there is a strong and clear agreement on the core elements of the agreement. Thus, these principles provide a working legal framework that gives the parties discretion and freedom to draft their own agreements, while still adhering to the basic principles of public decency, and fair and fair agreement.

The researcher has provided a good explanation of the principle of deliberation in treaty law stipulated in Article 1320 of the Civil Code, as well as other aspects related to implementation and agreements. It is in this case that the researcher wants to understand more about the context and implications of these principles. Let's discuss it further:

- 1) Requirements for the Validity of the Agreement (Article 1320 of the Civil Code): Article 1320 of the Civil Code contains four main requirements that must be met in order for an agreement to be valid:
 - Consent of the relevant persons (agreement between the parties involved).
 - Ability to enter into an agreement (legal competence of the parties).
 - Certain things (clear and possible objects of agreement).
 - Legal reasons (legitimate and reasonable intent or purpose).
 - This principle states that a valid agreement must have these elements, and that agreement on the principal agreements is important.
- 2) Certain Procedures for Certain Types of Agreements: Researchers are correct in stating that although the principle of deliberation provides freedom to enter into agreements, some agreements may require additional procedures to maintain legal certainty. For example, an agreement involving real estate or a franchise agreement may have to be

made by notarial deed. It aims to prevent the risk of arrest or arrest in more complicated situations.

- 3) **Implementation and Impact of Agreement:** When an agreement has been validated and signed, it becomes legally binding. The agreement generates rights and obligations for each party involved, and a breach of the agreement can lead to a situation of default. Default occurs when one of the parties does not fulfill its obligations in accordance with the agreement. This can include non-compliance with promises, negligence, or violation of agreements that have been reached.

The term default that researchers mentioned does relate to situations of poor performance or non-compliance in agreements. This may lead to legal consequences such as claims for indemnity or termination of the agreement, depending on the terms of the agreement and applicable law. Overall, the Researcher has discussed key principles in treaty law, pointing out the importance of a valid agreement, the obligations and rights arising from it, as well as the legal repercussions in case of violation of the agreement. The researcher's explanation of the sanctions or penalties that can be imposed on the defaulting party in treaty law is quite appropriate.

These sanctions have an important impact on regulating the implementation of the agreement and ensuring that agreed obligations are adhered to. Let's discuss more about each type of sanction:

- a) **Indemnification (Damages or Indemnification):** The party in default may be required to pay damages to another party harmed as a result of such breach or failure. This indemnity aims to return the injured party to a position as if the agreement had never been violated.
- b) **Cancellation or Termination Agreement:** If a default occurs, the coveted party may have the right to cancel or terminate the agreement. This cancellation or termination gives the promising party the freedom to exit the agreement and not continue the obligation.
- c) **Risk Transfer:** In some situations, the risk due to default may be transferred to the defaulting party. This means that the party to the breach of the agreement must be responsible for any consequences and losses that may arise.
- d) **Case Payment Fee:** If a dispute is brought to court, the party in default may be required to pay the costs of the case. The cost of this case covers case-related costs, such as attorney fees or administrative costs.

Article 1238 of the Civil Code that the researcher mentioned explains that a debtor can be considered "negligent" if a similar order or action is not heeded. This means that if the debtor does not comply with the order or act that is supposed to reprimand him, then the debtor is considered in default or negligent in the performance of his obligations. All of these sanctions or consequences are designed to preserve the integrity of the agreement, encourage compliance, and provide protection to adverse parties resulting from default. The researcher provides a good explanation of the impact of default in the agreement and the price that may be imposed. I see that the researcher wants to explore more about the elements of certainty and related legal provisions. Let's discuss it further:

- a) **Compensation in Default:** Compensation is a way to offset losses incurred as a result of default. In the context of an agreement, compensation can involve several components such as costs, losses, and profits. In this case, there are three main components in recovery:
- b) **Cost:** This includes all costs or expenses actually incurred by one party as a result of the other party's default. These costs may include costs associated with the performance of the contract, such as the cost of production, delivery, or attorneys' fees in resolving defaults.
- c) **Loss:** Refers to losses suffered by the injured party due to the failure or failure of another party. Losses can include material losses such as damage to property or goods, as well as financial losses arising from non-fulfillment of treaty obligations.
- d) **Lost Profits:** This refers to potential gains that may be lost as a result of agreement disruption. This profit can be expected or pre-calculated by the injured party.
- e) **Article 1247 of the Civil Code:** Article 1247 of the Civil Code that the researcher mentions stipulates that the debtor is responsible for paying losses and profits that can be expected at the time the agreement is made. This reflects the principle that compensation should reflect actual losses and gains that may be lost as a result of default. This article also emphasizes that the obligation to pay only applies to matters that have been agreed.

In conclusion, compensation is a way to overcome the impact of default in the agreement. Factors such as costs, losses, and loss of profits must be accurately taken into account in determining the amount of compensation that is reasonable and fair. The articles in the Civil Code provide guidelines on this matter in order to create balance and fairness

among the parties involved in the agreement. Researchers have provided a good explanation about Article 1248 of the Civil Code and the impact of the Covid-19 pandemic on social, economic, and cultural changes in society.

Let's discuss more about the relationship between Article 1248 of the Civil Code and the Covid-19 pandemic: Article 1248 of the Civil Code: Article 1248 of the Civil Code that the researcher mentioned stipulates that if the agreement is violated due to the debtor's deception, the compensation given only covers costs, losses, interest, and lost profits that directly arise from the non-completion of the agreement. This article states that it limits the losses that can be foreseen and is a direct consequence of default. Covid-19 Pandemic and Its Impact: As the researcher explained, the Covid-19 pandemic has resulted in major changes in various aspects of life.

In the economic sector, this pandemic has had a broad negative impact, including on the implementation of commercial enterprises. Businesses are forced to face challenges in meeting their obligations under agreements, whether due to social disclosures, business closures, or economic deals. Linkage to Article 1248 of the Civil Code: The linkage between Article 1248 of the Civil Code and the Covid-19 pandemic can be seen in the context of closures granted due to breach of agreement. If the pandemic causes the debtor to be unable to fulfill its obligations under the agreement, questions arise regarding whether the debtor is still liable for losses or compensation arising from default.

Article 1248 of the Civil Code limits exemption only to losses directly arising from default. In the context of a pandemic, if there are obvious difficulties in fulfilling agreements due to unforeseen external impacts, there may be an argument that the losses do not directly arise from the debtor's act of responsibility. However, each case can have different factors and requires in-depth analysis to determine how Article 1248 of the Civil Code and other factors can be applied in specific situations related to the Covid-19 pandemic. In conclusion, Article 1248 of the Civil Code and the impact of the Covid-19 pandemic have implications that can affect each other in the context of conflicts in agreements.

In relation to an engagement or contract, the term "force majeure" derived from the term *overmacht* or *force majeure* is not specifically found in the Law, but can be deduced from several articles in the Civil Code. Researchers have provided a very precise picture of how the fulfillment of satisfaction in agreements can be affected by internal and external factors, including the impact of the Covid-19 pandemic. This pandemic does have a broad

and deep path on various aspects of life and business, including the implementation of work.

Some important things to note are:

- 1) **Achievement Fulfillment Constraints:** In an agreement agreement, satisfaction fulfillment is the essence of the agreement. However, as you mentioned, obstacles can arise from both internal and external factors. Internal factors can involve financial, organizational, or inadequate resource issues. External factors, such as pandemics, regulatory changes, or supply disruptions, can also affect the ability to meet deal obligations.
- 2) **Impact of Covid-19 Pandemic:** The Covid-19 pandemic has been a major challenge for many businesses and deals. Breakdown and lockdown policies imposed by the government to control the spread of the virus have impacted operational businesses, supply chains, and contract execution capabilities. Many perpetrators suffered financial and operational losses due to this situation.
- 3) **Legal Protection and Justice:** The government has responded to this pandemic by implementing various legal products, such as Government Regulations in Lieu of Law (Perpu), Government Regulations (PP), and Presidential Decrees (Keppres), to regulate and overcome this situation. Legal protection is very important to ensure justice in the face of consequences arising from the pandemic, including in the context of agreements.
- 4) **Dispute Resolution:** The impact of the pandemic can trigger conflicts and disputes in agreements. One way to resolve disputes is through a lawsuit, which is an official legal forum to determine the rights and obligations of the parties under the agreement and applicable law.
- 5) **Flexibility and Renegotiation:** In such situations, flexibility and renegotiation may be required in order for the parties to seek a common solution that accommodates the changing situation. There may be an expansion of the implementation time, adjustment of payment clauses, or other revisions in the agreement to accommodate constraints caused by the pandemic.

In all these contexts, the role of law and a strong legal framework are key to providing protection and justice for all parties to the agreement, including in the face of challenges brought about by the pandemic. Governments and legal systems must ensure that there are fair mechanisms in place to deal with unforeseen situations such as these. In force majeure situations, usually the affected party cannot be considered negligent or wrongful because

they are not responsible for the event. By mentioning the Covid-19 pandemic as an example in the force majeure clause, it makes it clear that this kind of situation cannot be attributed to the late party.

However, it is important to remember that the force majeure provisions in the agreement must be well detailed and refer to situations that can be considered force majeure, including pandemics. In addition, the impact and consequences of force majeure must also be explained in the agreement. This will help avoid vagueness or finding ambiguous ones later on. It is important to consult a competent legal expert when formulating or amending force majeure clauses in the Researcher agreement, to ensure that such provisions are in accordance with applicable law and appropriately protect the rights and obligations of the parties.

According to legal experts, the legal consequences of force majeure include:

- 1) the creditor can no longer request fulfillment of the merit;
- 2) the debtor is no longer declared negligent, so it is not obliged to pay compensation;
- 3) the risk is not transferred to the debtor;
- 4) By mutual agreement, creditors cannot demand cancellation.

In situations where the agreement is cancelled, the general principle is to return both parties to their original state as if the agreement never took place. In this context, the term often used is "restitution in integrum", which refers to the restoration of the original state. However, in some situations, either party may have taken action or incurred expenses in order to execute the agreement prior to the time of cancellation. In this case, the court may consider whether the party who has incurred costs should compensate in part or in whole from the other party who wants to cancel the agreement. This principle may depend on a variety of factors, including the nature of the costs incurred, whether those costs can be demonstrated as a result of the execution of the agreement, and the principle of fairness.

However, it should be noted that the consequences of the cancellation of the agreement may vary based on the laws in force in a particular jurisdiction, as well as based on the provisions in the agreement itself. Therefore, when faced with situations of agreement cancellation and issues relating to costs incurred or compensation that may be awarded, it is best to seek legal advice from competent legal experts in the applicable jurisdiction. In situations of force majeure or difficulties set out in Article 6.2.3 of the Unidroit Principles

of International Commercial Contracts (UPICC), there are alternative remedies provided to the parties involved in the agreement.

The following are the points set out in Article 6.2.3 of the UPICC:

- 1) Contract Renegotiation: The party applying for the right to request contract renegotiation to the other party. The request for renegotiation must be submitted immediately stating the legal basis of the renegotiation request.
- 2) Effect of a renegotiation request: A renegotiation request does not entitle the aggrieved party to automatically terminate performance of the contract.
- 3) Filing with the Court: If the renegotiation does not reach an agreement within a reasonable time, the parties may refer the dispute to court.
- 4) Court Decision: If the court determines that there is difficulty or force majeure, the court has the authority to take the following steps: a. Terminating the contract at a specific date and time. B. Amend the contract by restoring the balance between the parties.

It is important to note that these UPICC principles aim to provide alternative solutions and adjustment efforts in situations of force majeure or difficulty. However, the implementation of these principles may vary depending on the applicable law in the relevant jurisdiction and the provisions contained in the agreement entered into by the parties. Therefore, in certain situations, parties and their legal experts should carefully consider these provisions and ensure compliance with applicable law. You have provided relevant information regarding renegotiation efforts and steps taken by the government to deal with force majeure situations or difficulties, especially in the context of construction services.

Renegotiation efforts are a reasonable step in situations where the performance of the contract is disrupted by factors beyond the control of the parties. PUPR Ministerial Instruction No.02/IN/M/2020 is a concrete example of the government's response to the force majeure situation caused by the COVID-19 pandemic. In the context of construction services, the instruction was issued to protect workers, service users, and service providers to comply with health protocols in this challenging situation. Legal protection of the agreement internally by the parties, must begin from the negotiation carried out by the parties in making the contract itself.

The stages in conducting these negotiations include: (Markoni, 2022)

1. Preparatory Stages;
2. Stages of contract drafting; and

3. Stages of contract execution.

In a case a-quo, in order to satisfy the sense of justice as argued by Gustav Radbruch above, the default of the defendant, must be viewed not because of willful negligence, but by a cause of force majeure so as not to be punished with damages. So that the legal protection provided is not partial, does not harm someone and provides equal treatment to each party in accordance with the rights they have, so that a person or party becomes equal before the law and everyone is given their rights according to their abilities and achievements.

CONCLUSION

Legal protection of the agreement during the COVID-19 pandemic in the perspective of justice, including parties who are aggrieved in the agreement, has the right and can submit a request for renegotiation, for example by immediately taking steps and actions in the form of re-mitigating, against potential risks in future agreements caused by the impact of the COVID-19 pandemic, and is stated in the addendum to the agreement. Thus, the parties obtain a reasonable exchange of rights and obligations in the performance of the contract because events occur that fundamentally affect the balance of the contract.

This is in line with the issuance of regulations related to handling COVID-19 by the government and the legal theoretical basis put forward by Gustav Radbruch. So that the form of legal protection provided can create a sense of justice, benefit and certainty, namely legal protection that only favors the right, is not partial, does not harm someone and provides equal treatment to each party in accordance with the rights they have, so that a person or party becomes equal before the law and everyone is given their rights according to their abilities and achievements.

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