



## **Consumer Protection In Power Purchase Agreement In Standard Agreement Perspective**

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### **Abstract**

Solar energy provides consumers with the ability to generate their own electricity, Indonesia has 0.31 GW of solar power capacity, just shy of 0.03 percent of its total solar potential. Looking forward, the country plans to add up to 4.5 GW of solar capacity by 2030 in the PLN's Electricity Business Plan (RUPTL) 2021-2030, In the power purchase agreement, the above is not clearly stated in the clauses of the agreement, so it can cause multiple interpretations. The balance of the position of the parties in the standard power purchase contract between PT. PLN (PERSERO) with customers has not yet been fully realized. This is indicated that there are still articles in the power purchase agreement between PT. PLN (PERSERO) with customers, which are articles that only prioritize the interests of PT. PLN (PERSERO), which in this case is the party making the standard agreement. The Consumer Protection Law does not regulate Standard Agreements but regulates the contents of standard agreements called Standard Clauses.

**Keywords: Standard Agreement Perspective, Consumer Protection, Solar Electricity"**

### **Introduction**

The agreement made by these parties can be used as the basis of engagement for both parties. This is as mentioned in Article 1338 paragraph (1) of the Civil Code which reads: "All agreements made validly apply as law to those who make them". From this Agreement, a relationship will arise between the 2 (two) people. This relationship is called engagement. Basically an agreement publishes an engagement between two people (parties) who make it. As defined by Article 1313 of the Civil Code with the title of an



agreement is an act by which one or more parties bind themselves to one or more persons.

<sup>1</sup> Binding as referred to in the definition is a legal relationship carried out with an agreement and gives rise to legal consequences in the form of rights and obligations, which must be fulfilled by the parties who make and execute the contract itself.<sup>2</sup>

Based on this event, a relationship arose between the two people called an engagement. Thus the covenant establishes an alliance between the two people who make it. In its form, the covenant is a series of words containing promises or undertakings spoken or written. The definition of a covenant is an act that occurs between one or more people binding themselves to another or more people. The definition of the agreement contained in these provisions is incomplete, and too broad. It is incomplete because what is formulated is only about unilateral agreements. According to R. Subject, a covenant is an event where a person promises to another person or where another person promises each other to do something.<sup>3</sup> Furthermore, according to KRMT Tirtadinigrat, an agreement is a legal act based on an agreement between two or more people to cause legal consequences allowed by law. In Article 1338 of the Civil Code which states that all agreements made in accordance with the applicable law as a law for those who make them, that in principle the agreements that have been agreed are the law of those who make them and to that law they are subject to and obey them. Every agreement made and agreed includes rights and obligations that must be fulfilled by both parties, with the fulfillment of these rights and obligations, justice is created for both parties.

The engagement arising from the agreement is a condition desired by the parties concerned because they are bound by each other on the basis of their will, so that consumers and PLN are bound by the rights and obligations set forth in the agreement. The power purchase agreement is in the form of a standard agreement / standard contract. The standard contract character puts the consumer in a position to accept or reject the contract (take it or leave it) because the consumer cannot determine the content, form,

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<sup>1</sup> Mariam Darus Badruzaman, Civil Code Book III on the Law of Engagement with Explanation, Alumni, Bandung, 2013, p. 108.

<sup>2</sup> Admiral, Court Journal Vol 2 No. 2, UIR Press, Pekanbaru, October 2018, p. 397

<sup>3</sup> R. Subekti, Law of Agreement, Intermasa, Jakarta, 2010, p. 15



and procedure for making the agreement. Factually what appears is not the nuances of a win-win solution that harms one or even the parties, but rather a contract-lose solution that harms one or even the parties. Of course, for the interests of the business world and business people, this situation clearly does not support the creation of a business climate that is not conducive. Conditions like this have been sufficiently observed by law makers in this country. The Consumer Protection Law (UUPK) itself has provided protection to consumers regarding this matter by making rights for consumers and prohibitions for business actors.

### **Research Method**

This research uses normative legal research methods or what is known as doctrinal legal research. Based on the doctrinal legal research method, the data collection technique used is a literature study. The type of approach used in this research is a statutory approach because this research examines and examines regulations regarding the settlement of theft crimes with elderly perpetrators and a conceptual approach that departs from views to doctrines that develop in legal science as a foothold for building legal arguments in resolving the legal issues at hand.<sup>4</sup>

The research source used as the main reference material in this research is secondary data in the form of legal materials, where the legal material itself is then further categorized into primary, secondary and tertiary legal materials.<sup>5</sup> The research source used as the main reference material in this research is secondary data in the form of legal materials, where the legal material itself is then further categorized into primary, secondary and tertiary legal materials.<sup>6</sup>

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<sup>4</sup> David Tan, "Legal Research Methods: Exploring and Reviewing Methodologies in Conducting Legal Research," *Nusantara: Journal of Social Sciences* 8, no. 8 (2021): 2463–2478.

<sup>5</sup> Abdurrahman Alhakim and Egia Ginting, "Analysis of the Formation of the Job Creation Law at the Planning and Preparation Stages Based on the Law on the Formation of Laws and Regulations," *In Combines-Conference On Management, Business, Innovation, Education And Social Sciences* 1, no. 1 (2021): 284–96.

<sup>6</sup> Hari Sutra Disemadi, "Lenses of Legal Research: A Descriptive Essay on Legal Research Methodologies," *Journal of Judicial Review* 24, no. 2 (November 30, 2022): 289, <https://doi.org/10.37253/jjr.v24i2.7280>.



### **A. Legal terms of standard agreement in the sale and purchase of electricity.**

Regarding the conditions for the validity of the agreement as mentioned above can be explained as follows:

a. Agreed they bound him.

In a covenant it must involve at least two people, because there is no known covenant with oneself. People are said to have given their consent / agreement if people really want what is agreed. For this understanding of agreement it is stated: "Agreement is actually a meeting between the two wills, where the will of one person fills each other with what the other wants". Conformity of will alone is not enough to be called agreement. An agreement is an offer that is accepted (accepted) by the opponent of the promise.

b. Skills

To make an engagement Article 1330 of the Civil Code mentions that what is said to be immature is if you are not even 21 years old or not married. Maturity determined by this law is interpreted as a requirement for a person to be said to be capable of acting. About this ability to act expressed by J. Satrio, namely: The ability to act is a legal technical term, not an innate nature, therefore it is possible that it is not in accordance with reality; A person who is juridically incompetent, there is a possibility in reality is a person who knows/is aware of the consequences/consequences of his actions. From the statement above, it is distinguished between incompetent and unauthorized, because not authorized can mean capable in general, but not "capable" in certain things.

c. A certain thing

The requirement of a particular thing means that in order to make an agreement there must be an object of the agreement. The object of the agreement is the content of the performance that is the subject matter of the agreement concerned. The object referred to as the object of the



agreement must not have been determined from the beginning the type and amount, but can also be in the form of goods that will exist.

d. A lawful cause

The definition of what is meant by lawful cause (*causa*) is not mentioned by law at all. But to interpret this *causa* it is agreed by scholars that: "The *causa* here is not a cause in the sense of being the opposite of an effect. *Causa* in the juridical sense is different from the teaching of *causa* in the natural sciences.

The power purchase agreement between PLN and the customer is carried out with a standard contract or standard agreement. After the customer meets the requirements set by PLN, the parties must carry out their obligations. In Law Number 8 of 1999 concerning Consumer Protection, it is stated that standard clauses are any rules or conditions and conditions that have been prepared and determined in advance unilaterally by business actors as stated in a binding document and/or agreement and must be fulfilled by consumers. The power purchase agreement stage is carried out by the Prospective Customer by submitting a request for a New Customer to PT PLN (PERSERO) and to meet the requirements for the signing of the Power Purchase Agreement Letter, a technical evaluation is carried out, namely the existence of network and transformer loads and material inventory if insufficient will be temporarily suspended and if sufficient an Approval Letter will be made, then payment of Connection Fee and Subscription Security Deposit is made which is then signed Electricity Sale and Purchase Agreement Letter.

After the installation is installed, the customer can already receive the right to use electricity. After the customer receives his rights, he must carry out his obligation to pay the amount of the bill he uses with the basic electricity tariff contained in Presidential Regulation No. 8 of 2011 concerning Electricity Tariffs Adjusted to the Company (Persero).

The growth of standard agreements is due to socio-economic conditions. Large corporations, and government corporations cooperate in an organization and in their



interests, unilaterally stipulate the terms.<sup>7</sup> Standard contracts are a real necessity in a business. The need arises considering the nature of transactions such as repetitive and relatively homogeneous, generally accepted and bulk and has become a habit in the world of trade. However, the law limits the freedom of a party to dictate its terms and conditions not to contradict general principles of engagement.

### **B. Consumer Protection in Buying and Selling Electricity**

The rights and obligations of consumers are regulated in the provisions of Article 4 and Article 5 of the Consumer Protection Law. Article 4 of the Consumer Protection Law. The rights and obligations of customers or consumers of electricity contained in SPJBTL are as follows:

a. Rights of Customers (consumers), namely:

- 1) the right to receive electricity distributed by PLN in accordance with the agreement.
- 2) the right to know information within 1 x 24 hours before the implementation of the blackout, except in the event of a sudden disturbance or damage to PLN's limiting and measuring devices (APP).
- 3) the right to obtain compensation in the event of errors made by PLN, especially regarding the number of disturbances, the duration of interference, meter reading errors.

b. Customer obligations (consumers) are:

- 1) customers are required to maintain PLN's electrical installations or equipment in their land and/or building areas.
- 2) Customers are required to pay monthly electricity accounts in accordance with the amount of electricity consumption for one month,

Explained in article 4 of Law Number 8 of 1999 letter a states that consumers have the right to comfort, security, and safety in consuming goods and / or services. If described, the main purpose of consumers consuming goods / services is to benefit from

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<sup>7</sup> Ahmadi Miru, Contract Law and Contract Drafting, PT. Raja Grafindo Husada, Jakarta, 2007, p. 17



the goods / services they consume. The acquisition of these benefits certainly does not threaten the safety, life, and property of consumers and consumers must feel comfortable and safe in using goods / services. However, power outages that occur in a very frequent and long frequency or even almost every day, of course, can interfere with and even stop consumer activities which clearly these conditions interfere with comfort and harm consumers.

Consumer protection provided by PLN in the event of a unilateral power outage is through compensation or compensation. So if there is a power outage, you will get compensation but not in the form of money. The cut is through kWh, for example from 50,000 to 45,000. The compensation for power outages is the same both because of planned blackouts, interruption blackouts and because of delays on the part of PLN in installing new stamps. The cuts are the same in percent but nominally different depending on the number of kWh each

## **Conclusion**

With this standard contract, PT PLN (PERSERO) can determine its own terms according to the company's needs, so these conditions are often burdensome for customers, in the sense that the obligations carried by customers are heavier when compared to their rights. The customer will certainly accept the conditions proposed by PT PLN (PERSERO) because customers have no other choice because they really need services in electricity. So often prospective customers without seeing and understanding the content of the standard contract and immediately sign the contract. This often leads to disputes in the future. Customers who are already bound by contracts have submitted many complaints because PT PLN (PERSERO) does not immediately connect until the deadline, which is one day. In the implementation of the power purchase agreement, it occurs that the customer is late in making payments from the time agreed in the agreement. The action taken by PT PLN (PERSERO) is to carry out temporary termination unilaterally without making a lawsuit through the court. In addition, it also happens that customers refuse the procedure for determining the imposition of sanctions in the form of follow-up bills due to malfunctioning measurement equipment. In the



power purchase agreement, the above is not clearly stated in the clauses of the agreement, so it can cause multiple interpretations. The balance of the position of the parties in the standard power purchase contract between PT. PLN (PERSERO) with customers has not yet been fully realized. This is indicated that there are still articles in the power purchase agreement between PT. PLN (PERSERO) with customers, which are articles that only prioritize the interests of PT. PLN (PERSERO), which in this case is the party making the standard agreement.

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