



# Force Majeure Analysis of Sand Procurement Agreements in the COVID 19 Pandemic

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**Abstract.** The COVID-19 pandemic has been around for so long. As it is now, the COVID-19 pandemic has had such a huge impact on society. Starting from the declining income of many people caused by not being allowed to leave the house, making it difficult for people to work, as well as the COVID-19 causing companies that have Cooperation Agreements to be hampered. The government issued regulations to prevent the spread of the COVID-19 virus, starting from urging people to work/study from home, to social distancing, PSBB (Large-Scale Social Restrictions), and PPKM (Enforcement of Community Activity Restrictions). This policy can cause a company that has an agreement to be hampered and experience force majeure. Force majeure is a condition or event that cannot be avoided or prevented and is beyond the capabilities that can be overcome by the parties to the agreement, which includes natural disasters such as earthquakes, hurricanes, tsunamis, volcanic eruptions, epidemics, pandemics, fires, mass strikes, riots, wars, reforms, and mass chaos. An achievement that is in an agreement may not be carried out because one or both parties cannot carry out its achievements.

**Keywords:** Force Majeure · Sand Procurement Agreement · Covid 19

## 1 Introduction

In the business world, entrepreneurs usually enter into agreements with other entrepreneurs in order to advance the two companies concerned. Basically, the agreement contains the will of the parties who bind themselves to carry out something that was agreed upon. Thus, since the agreement was made, the parties have rights and obligations. However, not all agreements between companies can run well because there are factors that hinder the movement of the agreement, namely legal uncertainty. This legal uncertainty creates a significant obstacle to business development. One of the legal events is the existence of force majeure.

In the event that it occurs and it can be proven that there is a condition where a party to an agreement is faced with coercive circumstances that arise unexpectedly and not of his own will, that party may be released from reimbursement of costs, losses, and interest, as regulated in Article 1244 and Article 1245 of the Civil Code. The two articles are the basic framework of force majeure in Indonesian Civil Law, which provides that

force majeure is an unexpected event, not desired by the parties and cannot be held accountable.

In connection with the non-achievement of the goals and objectives in the business agreement, it is caused by the existence of a force majeure or coercive condition and is usually directed at an event that is beyond human reach or beyond human control to avoid in the event of such coercive circumstances. Force majeure is a legal concept derived from Roman law (*vis motor cui resisti non potest*), which was adopted in various legal systems. Common law defines this word as an inability to carry out a performance against a contract, analogous to but not synonymous with force majeure.

During the current COVID-19 pandemic, some activities cannot be carried out due to government policies such as PPKM or the Enforcement of Restrictions on Community Activities, and so many public roads are closed to reduce community activities in the area. However, entrepreneurs who have made agreements are hampered because they cannot easily travel because of these regulations.

The impact of the policy on COVID-19 has hampered many business actors who entered into contracts or agreements because it made one of the parties to the agreement unable to carry out their obligations due to the COVID-19 pandemic, which made the agreement potentially unenforceable and could not be accounted for by the parties. While the party remains in good faith. This can be said as force majeure or a state of coercion where the position of one of the parties is compromised. For example, if the first party fails to perform its obligations due to something that occurs outside the control of the first party.

As was the case in the Batang Territory Integrated Industrial Sand Procurement Agreement conducted by PT. Handaru Adhiputra as the supplier of sand and PT. Superindo Bakti Persada as the investor affected by The government's policy in the form of PPKM (Enforcement of Restrictions on Community Activities), which led to the achievement of sand supply by PT. Handaru Adhiputra becoming hampered, and because of the great loss, he had to stop this agreement.

The article entitled "The Effectiveness of Force Majeur on the Civil Law and Doctrinal Frustration on the Common Law System in Completing Business Disputes During The COVID-19 Pandemic" by Suherman, Yuliana Yuli W, Sonyendah Retnaningsih, Sutrisno, and Dyah Sugandini, which were studied using analytical techniques This normative juridical contains about the effectiveness of force majeure on civil law and the doctrine of frustration. In this paper, it is explained that force majeure cannot simply be used as a reason to cancel the agreement. What distinguishes this article from the author is the article written by the author that discusses the analysis of the force majeure clause of the agreement on the procurement of sand for the Batang Territory Integrated Industrial Estate during the COVID-19 pandemic. However, this paper can be used as a reference in helping answer problems in the author's writing.

The article entitled "Termination of Business Contracts as Force Majeure Due to the COVID-19 Pandemic Disaster" by Suherman and Wicipto Setiadi discusses force majeure during this COVID-19 pandemic. In this paper, it is explained that force majeure during the COVID-19 pandemic can be seen from the elements of force majeure. If it fulfills these elements, the COVID-19 pandemic can be used as force majeure. The thing that distinguishes this paper from the author's research is that the author examines the

force majeure clause in the Sand Procurement Agreement for the Integrated Industrial Estate for the Batang Region of PT. Superindo Bakti Persada, which does not state that the pandemic is part of force majeure.

The article entitled “Legal Consequences of the Covid-19 Pandemic as a Non-Medical Natural Disaster in Establishing Force Majeure in Indonesia” written by Peni Jati Setyowati discusses the character of the force majeure clause for non-medical natural disasters, the spread of COVID-19, and the impact of determining the spread of non-medical natural disasters. COVID-19 as force majeure in Indonesia This paper can be the basis for the author to answer the problems studied by the author regarding the force majeure clause in the cooperation agreement for the procurement of sand for the Integrated Industrial Estate for the Batang Region of PT. Superindo Bakti Persada with PT. Handaru Adhiputra.

Based on the above, the problems in this research are the following: the default by PT. Handaru Adhiputra in the Sand Procurement Agreement can be said to be a force majeure; and how the settlement can be done by PT. Handaru Adhiputra to PT. Superindo Bakti Persada in the sand procurement agreement.

## **2 Research Methods**

In this legal research, the type of research used is a normative juridical approach. Normative juridical is an approach to the problem by examining and reviewing a valid and competent statutory regulation to be used as a basis in carrying out problem solving. This approach refers to the applicable laws and regulations and is carried out by researching library materials or secondary data on legal principles and case studies which in other words is referred to as library law research.

## **3 Results and Discussion**

### **3.1 Force Majeure in Default PT. Handaru Adhiputra to PT. Superindo Bakti Persada in the Sand Procurement Agreement During the COVID-19 Pandemic**

The Indonesian government has determined that the COA VID-19 pandemic is a type of disease that can cause a health emergency for its people. The implementation of physical distancing is a government step towards limiting a person’s activities, which aims to suppress the spread of the coronavirus. This has an impact on the disruption of all community activities. The reduced activity also has an impact on economic activity. Likewise, in the business world, during a pandemic like this, it really disrupts the continuity of business contracts or agreements.

Failure to achieve the aims and objectives of a contract due to force majeure generally results in an event in which a person is unable to carry out his obligations due to events beyond his control to avoid the event.

In general, the contract agreed upon by the parties begins with the difference in interests between them. The contractual relationship that occurs basically begins with a negotiation process between the contracting parties. These negotiations are used as a

means to talk about the things they want and are usually marked by a bargaining process. The existence of legal certainty in a business contract will be realized if the differences in interests between the parties can be summarized through a contractual relationship mechanism that works in accordance with the right portion.

Based on article 1338 paragraph (1) of the Civil Code, all agreements made legally apply as law for those who make them. This means that the agreement is binding and must be obeyed by the parties (according to the principle of *pacta sunt servanda*), but there are several obstacles for the community (industry or individual) in carrying out the agreement are as follows:

#### 1. Economic Constraints

During the COVID-19 pandemic, industrial communities or society in general will have different economic or financial conditions because they are affected by non-natural disasters due to the spread of COVID-19. For the health industry, food industry, telecommunications industry, and other industries that are urgently needed by the community during a pandemic, it may not have an impact on their economic capacity, but there are industries that have a major impact on economic capacity due to the COVID-19 pandemic. So many people have lost their jobs due to staff reductions and layoffs. People who work in the informal sector have experienced a very drastic decline in turnover due to the COVID-19 pandemic.

#### 2. Obstacles other than economics

In addition to economic constraints due to the COVID-19 pandemic that affects the implementation of the agreement (fulfillment of achievements), there are other obstacles, including difficulty in finding transportation due to transportation restrictions; difficulty in finding goods as objects of the agreement due to limited production (many companies limit their production); some are even out of production due to (staff reductions or bankruptcy); or other difficulties that cause the community as debtors to require a lot of sacrifices in fulfilling their achievements in order to carry out their agreements.

Based on this information, during the COVID-19 pandemic, an achievement may be delayed due to a force majeure situation. Force majeure is a condition or event that occurs beyond human capacity and cannot be avoided by the majority of the affected area, so that an activity or agreement that is carried out cannot run according to the contents of the agreement agreed by the parties. Force majeure usually refers to natural conditions, such as natural disasters, epidemics, wars, and so on.

The rapid spread of COVID-19 has worsened human health, undeniably had an impact on the business transaction sector, weakened the economy, and even almost stopped it. This condition also causes the implementation of the achievement of an agreement to be hampered because the business is not running smoothly. This pandemic phenomenon has caused the implementation of an achievement by the parties in the agreement to be hampered or even unable to be carried out at all. In the context of civil law, the agreement must be obeyed by the parties and become law for those who make it. In this regard, the achievements outlined in an agreement must be fulfilled. Based on Article 1243 of the Civil Code, it stipulates that if a party bound in an agreement is

negligent and does not carry out its achievements, then that party is required to reimburse costs, losses, and interest that arise as a result of the failure to carry out the achievement.

However, the presence of COVID-19, which creates a force majeure situation, cannot immediately be used as a means to postpone the obligations of one of the parties to the agreement without any negotiation or proof that the debtor really cannot fulfill the installments that have become his obligations. A situation like this really requires good faith from parties who cannot fulfill their obligations in an effort to come up with a solution that does not harm other parties or creditors. The Good Faith.

The debtor's is a means to negotiate with creditors that the COVID-19 pandemic has made him unable to fulfill his obligations. Based on Article 1245 of the Civil Code, the debtor's good faith in negotiating with the creditor must include adequate evidence that actually proves the debtor is unable to fulfill his obligations.

Parties who cannot fulfill their obligations or debtors must be able to convince creditors that they are really experiencing economic difficulties due to the COVID-19 pandemic. In this case, the debtor is not enough just to provide information that he cannot fulfill his obligations just like that, but must be able to prove the obstacles he faces so that he does not have the ability to fulfill his obligations properly.

The cooperation agreement for the procurement of sand for the Integrated Industrial Estate for the Batang Region, which was carried out between PT. Superindo Bakti Persada and PT. Handaru Adhiputra, was made on March 19, 2021, and is in accordance with the provisions of the terms of the validity of the contract as stipulated in Article 1320 of the Indonesian Civil Code, namely the agreement of the parties, the competence of the parties, regarding certain things that can be clearly determined, because/causa legally allowed.

Then the agreement that was made during the COVID-19 pandemic experienced a force majeure situation due to the COVID-19 pandemic. Given that this agreement was made and agreed upon by both parties during the COVID-19 pandemic, force majeure should not have occurred due to the COVID-19.

The Sand Procurement Agreement for the Batang Territory Integrated Industrial Estate was actually made during the COVID-19 pandemic, at which time a government policy was implemented in the form of PSBB (Large-Scale Social Restrictions) aimed at reducing the spread of COVID-19 by means of social distancing and also working or studying from home. In a pandemic condition like this, the sand procurement agreement for the Batang Territory Integrated Industrial Estate can still be carried out because access for sand supply trucks is not hampered. The current pandemic situation is still stable and showing signs of improving the situation and condition of the COVID-19 pandemic.

However, over time, these conditions changed when a new variation of the corona virus originating from India, namely the Delta variant of the covid-19 virus, entered Indonesia and resulted in a rapid spike in cases. This made the government take steps, both anticipating and controlling the spread of the Delta variant of the Covid-19 virus, several things that were imposed by the government at that time were making a more advanced policy called PPKM (Enforcement of Community Activity Restrictions). In addition, many projects that are less urgent and are not included in the PSN (National Strategic

Projects) have been postponed because the allocation of state funds is more aimed at prevention, prevention, and social assistance that is more needed by the community.

With the PPKM (Enforcement of Restrictions on Community Activities) policy, the Agreement on the Procurement of Sand for the Integrated Industrial Estate for the Batang Region carried out by PT. Superindo Bakti Persada with PT. Handaru Adhiputra became hampered because of the PPKM regulation (Enforcement of Restrictions on Community Activities) which made the road access passed by sand supply trucks for the Batang Territory Integrated Industrial Estate carried out by PT. Handaru Adhiputra became very restricted. The Batang Territory Integrated Industrial Area Sand Procurement Agreement project which was initially considered strategic or the National Strategic Project (PSN) with the planned entry of the Tesla Company as the world's leading electric car manufacturer and is expected to be able to drive the national economy, which Tesla Company eventually chose a location in the country. Another, namely India, this project is considered not very strategic anymore and is not a priority for the government.

Handaru Adhiputra chose to wait for the PPKM level 4 regulation to end, but instead of ending PPKM level 4 it was extended until finally PT. Handaru Adhiputra reported this to PT. Superindo Bakti Persada as creditor and PT. Handaru Adhiputra claimed that the sand supply could not be carried out due to force majeure problems.

However, the application of the Covid 19 Pandemic Disaster as a form of Force majeure must be reviewed in contract clauses on a case by case basis and cannot be applied in its entirety. This application refers to the Principles of Agreement which have been stated in each contract. The parties must look at the contract that has been signed, relating to the Force majeure clause, whether it is clearly stated that the Pandemic is one of the Force majeure or not. Whereas in the Sand Procurement Agreement for the Batang Territory it is not clearly stated in the contract, so that Presidential Decree No. 12 of 2020 concerning the Determination of the National Disaster of the Covid-19 Pandemic cannot be referred to as the determination of Force majeure for the parties and cannot be used as a reference for submission Force majeure claims for the parties.

However, when viewed again from the force majeure clause in the Sand Procurement Agreement for the Integrated Industrial Estate for the Batang Region which reads "Force Majeure is a condition or event that cannot be avoided or prevented, and is beyond the capabilities that can be overcome by the PARTIES, which includes natural disasters (such as: earthquakes, hurricanes, floods, volcanic eruptions), epidemics, fires, mass strikes, riots, wars, reforms, mass chaos caused by economic, political, social conditions, rebellions, changes in government policies in the economic and monetary fields, which is directly related to the implementation of the Project."

Looking at the contents of the force majeure article, it can be seen that the default by PT. Handaru Adhiputra is included in the "social" category, namely because of the Government Regulation in the social sector in the form of PPKM (Enforcement of Restrictions on Community Activities) which causes Handaru Adhiputra was unable to carry out his achievement, namely supplying sand for the Batang Territory Integrated Industrial Estate which was closed due to a government regulation, namely PPKM level 4. So that PT. Handaru Adhiputra can be stated that the PT is in a state of coercion or force majeure because of the Government Regulation in the social sector which makes PT. Handaru Adhiputra in good faith and inadvertently did not carry out his achievements.

In terms of force majeure elements according to various laws and regulations, it can be concluded as follows:

1. The occurrence of circumstances/events beyond the will, ability or control of the contracting parties.
2. Cause loss for both parties or one of the parties. c. The occurrence of these events causes delays, delays, obstructions or failure to carry out achievements or obligations by the parties.
3. The parties have made every effort to avoid the incident.
4. The incident affects the implementation of the agreement.

The Force Majeure that occurred in the Sand Procurement Agreement for the Integrated Industrial Estate of the Batang Region has fulfilled the elements of force majeure due to circumstances that occurred beyond the capabilities of PT. Handaru Adhiputra which caused the sand supply to be unable to run due to government policies in the form of PPKM and the ongoing losses which of course greatly affected the implementation of the agreement.

Based on the explanation above, it can be concluded that in the implementation of the sand supply carried out by PT. Handaru Adhiputra in the Sand Procurement Agreement for the Integrated Industrial Estate of the Batang Region experienced a relative force majeure. Because with the PPKM government regulation, access to the supply of sand trucks for the Batang Territory Integrated Industrial Estate is closed as long as this PPKM government regulation is in effect. Of course this does not allow PT. Handaru Adhiputra, as the executor of the achievement for sand supply, was able to perform his achievements because access for sand supply trucks was closed due to the PPKM, which at that time did not know the sustainability of the PPKM.

### **3.2 Completion of Force Majeure PT. Handaru Adhipura in the Sand Procurement Agreement During the COVID-19 Pandemic**

The occurrence of the COVID-19 pandemic is an event that cannot be measured by the parties when signing a contract. so that the pandemic event can affect a contract made by the parties. With the implementation of PSBB and PPKM levels in several regions in Indonesia, it can be trusted that it will result in limited activities of parties or business actors. so that the activities of one party can be hindered in carrying out its activities and hindered it from carrying out its obligations to carry out its achievements. so that this incident will be able to prove the occurrence of force majeure.

So PT. Handaru Adhiputra, as the executor of the achievement for sand supply, was unable to perform his achievements because access for sand supply trucks was very limited due to the PPKM. so that PT. Handaru Adhiputra cannot be held responsible for the failure of the sand supply due to government regulations in the social sector. It is explained in Article 1245 of the Civil Code, which reads: "There is no cost of loss and interest; it must be replaced, if due to forced circumstances or due to an accidental event, the debtor is unable to give or do something that is required, or because of the same things, he has committed a prohibited act." PT. Handaru Adhiputra at the end of his achievements in supplying sand cannot be accounted for and the events that cause

force majeure or coercive circumstances are beyond the fault and unintentional of PT. Handaru Adhiputra because of the government regulation, namely PPKM. In addition to this government regulation in the social sector, the continuation of the pandemic is still unpredictable when it will end, and there is still the possibility of another change in government regulations that may have an impact on the sustainability of business activities.

It can also be seen in the force majeure clause of the Sand Procurement Agreement for the Integrated Industrial Estate for the Batang Region, paragraph (1) which reads: “Force majeure is a condition or event that cannot be avoided or prevented, and is beyond the capabilities that can be overcome by the Parties, which includes natural disasters (such as: earthquakes, hurricanes, floods, volcanic eruptions), epidemics, fires, mass strikes, riots, wars, reforms, mass chaos caused by economic, political, and social conditions; rebellions; and changes in government policies in the economic and monetary fields which are directly related to the implementation of the Project”.

Article 11 concerning Force Majeure paragraph (2) of this agreement also explains that “the failure or breach of contract of each party based on this agreement is not a violation of this Agreement if and to the extent that such failure or breach of contract is caused by Force Majeure.” And in the settlement of this force majeure problem, it can be seen in Article 11 concerning Force Majeure in paragraph (6), which reads “Immediately after receiving notification regarding Force Majeure, the PARTIES will meet to determine the consequences of Force Majeure on the terms, conditions, rights and obligations of the PARTIES under this Agreement, as well as the continuity of this Agreement.”

In accordance with Article 6 of Law No. 30 of 1999 which regulates the choice of dispute resolution by way of deliberation of the disputing parties, which reads “Efforts to resolve disputes or differences of opinion through a mediator as referred to in paragraph (5) by upholding confidentiality, within a maximum period of 30 (thirty) days, an agreement must be reached in writing signed by all parties concerned.” Negotiations.

Both negotiation and mediation are carried out by discussing the differences that arise between the disputing parties through “deliberations for consensus” with the aim of achieving a “win-win solution.” As for the outcome of the dispute resolution, it really depends on the wishes and goodwill of the disputing parties.

As is also stated in the dispute resolution clause of the Sand Procurement Agreement for the Integrated Industrial Estate for the Batang Region, which reads “The PARTIES agree that if there is a difference of opinion in the context of implementing this agreement, all consequences arising from the actions of this agreement will be resolved by deliberation to reach a consensus.”

In the settlement of the force majeure case in the Sand Procurement Agreement for the Integrated Industrial Estate for the Batang Region, it can be carried out by means of deliberation to reach a consensus in accordance with what is said in the force majeure clause paragraph 6 of this Agreement. The settlement made by PT. Handaru Adhiputra in a state of force or force majeure is to return all working capital provided by PT. Superindo Bakti Persada to PT. Handaru Adhiputra and for the losses that occur can be shared according to the agreement of the parties that PT. Handaru Adhiputra, as the executor of the sand supply bears losses in the form of operational costs, salaries for



project administration employees, and field workers while PT. Superindo Bakti Persada bears losses on pre-operational costs such as the cost of a business feasibility survey.

There are two theories used by the author, namely Contract Agreement Theory and the Conflict and Dispute Resolution Theory. Discussing the first theory, namely the theory of contract agreements, a contract or agreement is an agreement between two or more people regarding a certain matter that is agreed upon by two or more parties. General provisions regarding contracts are regulated in the Indonesian Civil Code. According to Article 1320 of the Indonesian Civil Code, a contract or agreement is considered legally valid if it fulfills 4 conditions, namely: the agreement of the parties; the competence of the parties; regarding certain things that can be clearly determined; the causes/causes that are legally allowed. The agreement is regulated in Article 1313 of the Civil Code, which explains that: "An agreement is an act by which one or more people bind themselves to one or more other people". An agreement, according to Subekti, is an event in which one person makes a promise to another or the two people agree to do something. According to the Civil Code, a contract or agreement has essentially happened with an agreement from the parties and binds both parties who make it, much like a law. An agreement is a legal act where a person or more people bind themselves or bind themselves to one or more people. It is concluded that the meaning of an agreement is a legal act in the presence of two or more people who bind themselves to two or more other people.

Then discuss the second theory used by the author, namely the Dispute Resolution Theory. From a legal point of view, a dispute is defined as a dispute over a law or fact, or over certain legal rights, obligations, and interests between two or more parties. Furthermore, disputes lead to specific disagreements wherein the problem can be resolved by applying the relevant law or rule. That way, in the case of a dispute, the parties may argue their case and reach some form of settlement. Typically, a dispute involves one party seeking to enforce a particular right or claim while the other party opposes the position. Disputes can be heard in court or through other alternative forms of dispute resolution such as arbitration and mediation. The emergence of disputes in business and trade activities in their development can be resolved through litigation mechanisms in court or non-litigation or dispute resolution outside the court through Alternative Dispute Resolution. In dispute resolution outside of the court, the disputing parties do not go through a formal legal process, which is often expensive and very time-consuming. The parties simply submit their case to a third party to resolve the dispute.

## **4 Closing**

### **4.1 Conclusion**

1. Whereas in the case that occurred in the Sand The Procurement Agreement for the Batang Territory Integrated Industrial Estate was a force majeure during the COVID-19 pandemic. With the PPKM (Enforcement of Restrictions on Community Activities) policy, the Agreement on the Procurement of Sand for the Integrated Industrial Estate for the Batang Region carried out by PT. Superindo Bakti Persada with PT. Handaru Adhiputra became hampered because of the PPKM regulation, which made the access road to be passed by sand supply trucks for the Batang Territory Integrated Industrial Estate carried out by PT. Handaru Adhiputra became

severely restricted which caused huge losses and the Batang Territory Integrated Sand Procurement Agreement was affected by PPKM level 4. It can be concluded that PT. Handaru Adhiputra in the Sand Procurement Agreement for the Integrated Industrial Estate of the Batang Region experienced a relative force majeure. Because the PPKM government regulation makes access to the supply of sand trucks for the Batang Territory Integrated Industrial Estate very limited as long as this PPKM government regulation is in effect. Of course, this does not allow PT. Handaru Adhiputra, as the executor of the achievement for sand supply, to perform his achievements because access for sand supply trucks was closed due to the PPKM, which at that time did not know the sustainability of the PPKM.

2. PT. Handaru Adhiputra, as the executor of the achievement for sand supply, was unable to perform his achievements because access for sand supply trucks was very limited due to the PPKM. So that PT. Handaru Adhiputra cannot be held responsible for the non-availability of sand supply due to government regulations in the social sector as regulated in Article 1245 of the Civil Code. However, referring to the clause in the Integrated Industrial Estate Sand Procurement Agreement article 11 regarding Force Majeure in paragraph (6) which reads, "Immediately after receiving notification regarding Force Majeure, the parties will meet to determine the consequences of Force Majeure on the terms, conditions, rights and obligations of the PARTIES under this Agreement, as well as the continuity of this Agreement." So the solution that can be done by PT. Handaru Adhiputra with PT. Superindo Bakti Persada is by deliberation for consensus. PT. Handaru Adhiputra in a state of force or force majeure is to return all working capital provided by PT. Superindo Bakti Persada. Regarding the loss, it was agreed by both parties that PT. Handaru Adhiputra, as the executor of the sand supply, bears losses in the form of operational costs, salaries for project administration employees, and field workers, while PT. Superindo Bakti Persada bears losses on pre-operational costs such as the cost of a business feasibility survey

## 4.2 Suggestion

Every company in carrying out the agreement must consider what will happen and must be careful in making an agreement. The details of the contents of a clause are important to note so that there are no mistakes in carrying out the agreement. And in resolving a dispute, you do not have to directly use legal channels or courts. Deliberations can be carried out for consensus in advance to properly discuss the problems experienced by the two parties to the dispute so that social ties between the disputants can continue to run well because of the settlement by deliberation to reach consensus.

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