

**TINJAUAN YURIDIS PRINSIP KEADILAN DAN KEBEBASAN BERKONTRAK  
DALAM PERJANJIAN *FRANCHISE* PADA  
MASA PANDEMI COVID-19**

**(Studi Ayam Penyet XXX)**

**ABSTRAK**

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Di tinjau dari perspektif regulasi, instrumen hukum mengenai franchise di Indonesia saat ini yang berlaku adalah Peraturan Pemerintah Nomor: 42 Tahun 2007 Tentang Waralaba. Perjanjian waralaba memuat kumpulan persyaratan, ketentuan dan komitmen yang dibuat dan dikehendaki oleh para pihak. Tujuan dari penelitian ini adalah untuk : menganalisis unsur-unsur perjanjian antara pemberi dan penerima dalam bisnis franchise “Ayam Penyet XXX”; menganalisis pelaksanaan perjanjian antara pemberi dan penerima dalam bisnis franchise “Ayam Penyet XXX”; menganalisis perlindungan hukum dalam perjanjian bisnis franchise terhadap pihak franchisee jika terjadi pandemi covid-19. Berdasarkan permasalahan yang diteliti maka jenis penelitian yang digunakan adalah penelitian kualitatif. Analisa data secara kualitatif dengan mengumpulkan bahan hukum primer, sekunder dan tersier. Hasil analisis berdasarkan tinjauan yuridis diperoleh : Unsur-unsur perjanjian antara pemberi dan penerima dalam bisnis franchise mengacu pada Peraturan Pemerintah Nomor: 42 Tahun 2007 tentang Waralaba yang memuat 13 pasal yang berisikan tentang maksud dan tujuan, lokasi dan luas lokasi, penggunaan lokasi, jangka waktu, fasilitas, renovasi, bagi hasil, kelalaian, tanggungjawab, berakhirnya perjanjian, hak operasional, segala sesuatu yang belum diatur dilakukan secara musyawarah mufakat dan penutup; Pelaksanaan perjanjian antara pemberi dan penerima dalam bisnis franchise belum sepenuhnya dilaksanakan berdasarkan perjanjian yang telah disepakati terlebih pada masa pandemi covid-19; Perlindungan hukum pihak franchisee sangat lemah dalam perjanjian bisnis franchise pada masa pandemi covid-19 sehingga membuat bisnis franchise tersebut terpaksa tutup tanpa adanya pihak franchisor untuk membantu mengatasi situasi khusus seperti masa pandemi covid-19. Saran yang diberikan adalah : Kebebasan berkontrak harus memuat rasa keadilan bersama antara si pemberi dan penerima.

**Kata Kunci : Prinsip Keadilan, Kebebasan berkontrak, Bisnis *Franchise*, Pandemi, Covid-19**

**JURIDICAL REVIEW OF THE PRINCIPLES OF JUSTICE AND FREEDOM OF  
CONTRACT IN FRANCHISE AGREEMENTS  
DURING THE COVID-19 PANDEMIC**

*(Study of Stinger Chicken XXX)*

**ABSTRACT**

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*Reviewed from a regulatory perspective, the current legal instrument regarding franchises in Indonesia is Government Regulation Number: 42 Year 2007 concerning Franchising. The franchise agreement contains a set of terms, conditions and commitments made and desired by the parties. The purpose of this research is to: analyze the elements of the agreement between the giver and the recipient in the franchise business "Ayam Penyet XXX"; analyze the implementation of agreements between givers and recipients in the "Ayam Penyet XXX" franchise business; analyze legal protection in franchise business agreements against franchisees in the event of a covid-19 pandemic. Based on the problems studied, the type of research used is qualitative research. Qualitative data analysis by collecting primary, secondary and tertiary legal materials. The results of the analysis based on juridical review obtained: The elements of the agreement between the giver and the recipient in the franchise business refer to Government Regulation Number: 42 Year 2007 concerning Franchise containing 13 articles containing the purpose and purpose, location and area of the location, use of the location, period, facilities, renovation, profit share, negligence, responsibility, expiration of the agreement, operational rights, everything that has not been regulated is done in a consensus and closing deliberation; The implementation of the agreement between the giver and the recipient in the franchise business has not been fully implemented based on the agreement agreed prior to the covid-19 pandemic; The legal protection of franchisees is so weak in franchise business agreements during the covid-19 pandemic that the franchise business is forced to close without franchisors to help overcome special situations such as the covid-19 pandemic. The advice given is: Freedom of contract must contain a sense of common justice between the giver and the recipient.*

**Keywords: Principles of Fairness, Freedom of contract, Business Franchise, Pandemic, Covid-19**