



Unlawful Acts and the Liability of a Limited Liability Company in Disputes Over Gold Bar Transactions

Perbuatan Melawan Hukum dan Pertanggungjawaban Perseroan Terbatas dalam Sengketa Transaksi Emas Batangan

Imelda Martinelli^{1✉}, Keyssa Caithlyn Pramana², Amadia Moza Veyona Kaylani³

^{1,2,3}Universitas Tarumanagara Jakarta, Indonesia

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✉ Email Correspondence: imeldam@fh.untar.ac.id

ABSTRACT

This study aims to analyze the facts of the case, legal issues, judges' considerations, and changes in the rulings from the first instance to the cassation level. This study employs a normative juridical method using a statutory approach and a case approach. At the first instance level, the panel of judges linked the actions of several parties involved in the gold transactions to unlawful acts and held PT Antam liable under Article 1367 of the Civil Code. The High Court overturned the first instance decision and dismissed the lawsuit in its entirety. At the cassation level, the Supreme Court overturned the High Court's decision and adjudicated the case on its merits by reaffirming the basis of liability considered by the District Court; however, it modified the ruling concerning joint liability and eliminated immaterial damages, penalty payments, and immediate enforcement. These differences indicate that the case concerns not only the delivery of gold, but also the construction of unlawful acts, the evidentiary relationship between employees' actions and the corporate entity, and the application of Articles 1365 and 1367 of the Civil Code.

Keywords: *Unlawful Act, Cassation, Differences in Judicial Rulings*

ABSTRACT

Penelitian ini bertujuan menganalisis duduk perkara, isu hukum, pertimbangan hakim, serta perubahan hasil putusan dari tingkat pertama sampai kasasi. Penelitian menggunakan metode yuridis normatif dengan pendekatan peraturan perundang-undangan dan pendekatan kasus. Pada tingkat pertama, majelis hakim mengaitkan tindakan beberapa pihak dalam transaksi emas dengan perbuatan melawan hukum serta tanggung jawab PT Antam berdasarkan Pasal 1367 KUHPerdara. Pengadilan Tinggi membatalkan putusan tingkat pertama dan menolak gugatan konvensi seluruhnya. Pada tingkat kasasi, Mahkamah Agung membatalkan putusan Pengadilan Tinggi dan mengadili sendiri perkara dengan mengambil kembali dasar pertanggungjawaban yang dinilai oleh Pengadilan Negeri, tetapi memperbaiki amar mengenai tanggung renteng serta meniadakan ganti rugi immateriil, dwangsom, dan uitvoerbaar bij voorraad. Perbedaan tersebut menunjukkan bahwa perkara tidak hanya berkaitan dengan penyerahan emas, tetapi juga konstruksi perbuatan melawan hukum, pembuktian hubungan antara tindakan pegawai dan badan hukum, serta penerapan Pasal 1365 dan Pasal 1367 KUHPerdara.

Kata Kunci: Perbuatan Melawan Hukum, Kasasi, Perbedaan Putusan

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INTRODUCTION

Legal relationships in sales transactions essentially create rights and obligations for the parties involved. In practice, such legal relationships may give rise to disputes when the conduct of one party or another causes losses, which may subsequently develop into civil disputes resolved through the courts. In civil law, an unlawful act is generally associated with the existence of an act, its unlawful nature, fault, loss, and a causal relationship between the act and the resulting loss (Kamagi, 2018). This concept becomes important when a transactional relationship is not considered solely from the contractual relationship but also from the conduct of the parties alleged to have caused losses (Agustina, 2003; Djojodirdjo, 1982). One dispute illustrating the complexity of legal relationships in sales transactions is the case involving Budi Said against PT Aneka Tambang Tbk (PT ANTAM) and related parties concerning the sale and purchase of ANTAM gold bars in Surabaya. The case began when Budi Said received information regarding the sale of ANTAM gold bars at prices below the official price. On March 19, 2018, Budi Said visited the Surabaya 01 ANTAM Precious Metal Gold Boutique to obtain information regarding the sale. During the meeting, Eksi Anggraeni offered gold bars at a certain price below PT ANTAM's official price, while several PT ANTAM employees were present and involved in the meeting. This situation subsequently led Budi Said to believe that the proposed transaction was secure and associated with PT ANTAM.

The transaction subsequently gave rise to a dispute concerning the amount of gold received by Budi Said compared with the payments that had been made. Budi Said then filed a civil lawsuit with the Surabaya District Court, alleging unlawful acts by the defendants and seeking liability for the losses he had suffered. One of the principal claims in the petitum was material damages amounting to IDR 817,465,600,000.00, associated with the value of 1,136 kilograms of ANTAM gold bars. The case was subsequently examined at three judicial levels, namely the Surabaya District Court through Decision Number 158/Pdt.G/2020/PN Sby, the Surabaya High Court through Decision Number 371/PDT/2021/PT SBY, and the Supreme Court through Decision Number 1666 K/Pdt/2022. The Supreme Court's Decision Directory records Decision Number 1666 K/Pdt/2022 as a civil unlawful act case between Budi Said and PT Aneka Tambang Tbk and related parties, decided on June 29, 2022. At the first-instance level, the Surabaya District Court partially granted the lawsuit and declared Defendants I through V to have committed unlawful acts and held PT ANTAM responsible for the acts and legal consequences arising from the conduct of several of its employees. The decision was subsequently overturned by the Surabaya High Court, which dismissed the lawsuit in its entirety. At the cassation level, the Supreme Court overturned the High Court's decision and adjudicated the case on its merits by adopting the basis of liability considered by the District Court, with several modifications to the operative part of the judgment.

The differences among the decisions at the three judicial levels demonstrate a problem in the application of law to the same facts and legal relationships. The first problem concerns the construction of unlawful acts and the application of Article 1365 of the Indonesian Civil Code to the conduct of the parties involved in the gold transactions. Article 1365 provides the basis for civil liability when an unlawful act causes loss to another party, with the relevant elements requiring examination and proof in judicial proceedings (Fuady, 2005; Kamagi, 2018). The Surabaya District Court considered that certain actions were contrary to legal obligations, particularly those

concerning the price offered and the involvement of employees in the transaction process. In contrast, the Surabaya High Court reassessed this construction by emphasizing transaction evidence and the legal relationship arising from invoices. This difference demonstrates that the assessment of the parties' conduct concerns not only the existence of the transaction but also how the transactional facts are legally constructed as an unlawful act and established through evidence in judicial proceedings.

The next problem concerns the liability of PT ANTAM as a legal entity for the conduct of its employees under Article 1367 of the Indonesian Civil Code. This provision is important in examining employer liability for unlawful acts committed by employees within an employment relationship. Research on employer liability indicates that the application of Article 1367 concerns the limits of liability for acts committed by subordinates and the relationship between such acts and the performance of assigned work (Ilyasa & Wahyuni, 2025). The Surabaya District Court connected the conduct of Endang Kumoro and Ahmad Purwanto as employees with PT ANTAM's business activities and relied on Article 1367 to establish PT ANTAM's liability for acts committed by employees within the employment relationship. The Surabaya High Court subsequently considered that employer liability could not automatically be imposed merely because the perpetrators were employees. In its reasoning, the High Court considered PT ANTAM's standard operating procedures, *job descriptions*, e-mas system, and supervisory functions in examining the basis of liability. At the cassation level, the Supreme Court adopted the District Court's reasoning and held that because Defendants II through IV were employees who acted in the context of their employment and were found to have jointly committed fraud causing losses to the Plaintiff, PT ANTAM, as the party employing them, was responsible for the losses caused by the employees' wrongful conduct.

In addition to the construction of unlawful acts and corporate liability, another research problem concerns the evidentiary assessment of the amount of gold that should have been delivered and the legal consequences of the damages claimed. PT ANTAM argued that certain payments had been converted based on official prices and resulted in the delivery of approximately 5,935 kilograms of gold, whereas Budi Said argued that 1,136 kilograms remained undelivered. The Surabaya High Court placed substantial emphasis on transaction invoices and the *cash and carry* mechanism, whereas the District Court and subsequently the Supreme Court accepted the construction that an obligation concerning 1,136 kilograms remained based on the facts and evidence considered. The case also demonstrates the importance of distinguishing breach of contract from unlawful acts in disputes arising from transactions, because the source of the legal obligation, the conduct alleged to be unlawful, and the basis of liability sought must be clearly identified (Subekti, 1996; Syahrani, 2013). Differences also arose concerning claims for non-material damages, *dwangsom*, and *uitvoerbaar bij voorraad*. The District Court granted these claims, whereas the Supreme Court did not maintain them in the final cassation judgment. Accordingly, the case presents issues concerning the evidentiary assessment of transactions, the relationship between employee conduct and the alleged losses, and the limits of liability of the respective parties in a civil dispute.

Based on these issues, this study aims to analyze liability within the legal relationship in the Budi Said v. PT Aneka Tambang Tbk case and to analyze the legal considerations of the Surabaya District Court, the Surabaya High Court, and the

Supreme Court in assessing unlawful acts and PT ANTAM's liability. This study is important for understanding the application of Articles 1365 and 1367 of the Indonesian Civil Code to the relationship among corporations, employees, and consumers, as well as the reasons for differences in judicial reasoning and operative judgments across judicial levels. The novelty of this study lies in its comparative analysis of the legal facts, parties' arguments, judicial considerations, basis of liability, transaction evidence, and changes in the operative judgments from the District Court to the High Court and ultimately the Supreme Court within the same case. This focus brings together the construction of unlawful acts under Article 1365 and corporate liability under Article 1367 in a single gold transaction dispute. Such an approach is relevant to the study of the development of unlawful act doctrines and civil liability in judicial practice (Wirjono Prodjodikoro, 1976; Sari, 2021).

RESEARCH METHODS

This study employs normative juridical legal research focusing on legal norms, statutory provisions, and court decisions concerning unlawful acts and the liability of limited liability companies. The study applies a statutory approach and a case approach by examining Surabaya District Court Decision Number 158/Pdt.G/2020/PN Sby, Surabaya High Court Decision Number 371/PDT/2021/PT SBY, and Supreme Court Decision Number 1666 K/Pdt/2022. These approaches are consistent with normative legal research, which examines legal norms and their application to specific cases (Rahmazani, 2022; Merdekawati et al., 2021).

The research instruments consist of primary legal materials, particularly the three court decisions and the relevant legal provisions concerning Articles 1365 and 1367 of the Indonesian Civil Code. The materials were analyzed descriptively and analytically by comparing the facts of the case, the parties' claims, evidence, legal considerations, and judgments at each judicial level. The analysis also examines the application of liability for unlawful acts committed within an employment relationship under Article 1367 of the Indonesian Civil Code (Dita & Winanti, 2023).

The population consists of all legal materials related to the gold transaction dispute between Budi Said and PT Aneka Tambang Tbk. The sample was purposively selected from three court decisions directly concerning the dispute, namely Surabaya District Court Decision Number 158/Pdt.G/2020/PN Sby, Surabaya High Court Decision Number 371/PDT/2021/PT SBY, and Supreme Court Decision Number 1666 K/Pdt/2022. These decisions were examined to identify differences in legal reasoning and the application of legal norms at each judicial level.

The research was conducted through the identification of legal issues, collection of legal materials, examination of the three court decisions, and comparison of the facts, claims, evidence, legal considerations, and judgments. The findings were subsequently analyzed based on Articles 1365 and 1367 of the Indonesian Civil Code and other relevant legal provisions to examine unlawful acts and the liability of PT Aneka Tambang Tbk. in relation to actions associated with its employees.

RESULTS AND DISCUSSION

PT Antam in this case is the First Defendant. In the structure of the proceedings at the first-instance level, Endang Kumoro, Misdianto, Ahmad Purwanto, and Eksi Anggraeni were positioned as the Second to Fifth Defendants, while Butik Emas Logam Mulia Surabaya 01 Antam and several

other parties were positioned as Co-Defendants. The structure of the parties was stated in the District Court decision and subsequently changed in its designation at the appellate and cassation levels according to their respective positions in the legal proceedings.

According to the *posita* cited in the decision, on March 19, 2018, Budi Said visited Butik Emas Logam Mulia Surabaya 01 to seek information regarding the sale of Antam gold bars at a discounted price. At the location, he met Eksi Anggraeni, Endang Kumoro, and Misdianto. The statement of claim alleged that Eksi offered gold at a price below the official price and that Endang and Misdianto provided assurances to the Plaintiff regarding the safety and authenticity of the gold. The decision also stated the allegation that the payment was directed to PT Antam's official account.

Subsequently, a series of gold purchase transactions took place. The first-instance decision stated that the transactions occurred from March 20, 2018, to November 12, 2018. In its counterclaim, PT Antam stated that there were 157 transactions, consisting of 149 transactions through BELM Surabaya 01 totaling 5,594.418 kg and 8 transactions at the Trading and Services UBPP-LM Pulogadung Jakarta totaling 339.878 kg, with the total payment stated in the decision amounting to Rp3,595,311,290,500.00. This data is important because it illustrates the scale of the transactions underlying the dispute.

The first-instance decision also recorded the delivery of approximately 5,935 kg of gold according to PT Antam's allegation, while Budi Said alleged that there was still a shortage of 1,136 kg of gold to be delivered. The difference concerning the amount of gold that had been received and the amount that remained to be delivered was directly related to the claim for damages.

In addition to the principal claim, PT Antam also filed a counterclaim. In the counterclaim, PT Antam, among other things, alleged defamation and requested restoration of its reputation as well as compensation for immaterial losses. The District Court rejected the counterclaim. The High Court also rejected the counterclaim but provided different reasons in its considerations. The Supreme Court ultimately rejected the counterclaim as well.

Budi Said essentially requested the Court to declare that PT Antam and certain parties had committed unlawful acts that caused him losses. The Plaintiff also requested PT Antam to be held responsible for the actions of Endang Kumoro, Misdianto, and Ahmad Purwanto. In the *petitum* stated in the Supreme Court decision, the claim against PT Antam included Rp817,465,600,000.00, positioned as the value of losses equivalent to the price of 1,136 kg of Antam gold bars, as well as another claim against Eksi Anggraeni amounting to Rp92,092,000,000.00.

The Plaintiff also requested joint and several compensation for immaterial losses amounting to Rp500,000,000,000.00, a *dwangsom* of Rp100,000,000.00 per day of delay, confirmation of the attachment of security, *uitvoerbaar bij voorraad*, and an order requiring the Co-Defendants to comply with the judgment. The Supreme Court decision explicitly recorded these *petitum* claims in the initial part of its considerations.

In the context of procedural law analysis, it is important to distinguish between the *dalil* or *posita* and the *tuntutan* or *petitum*. The *posita* explains the events and legal grounds presented by the Plaintiff, while the *petitum* contains what the Plaintiff requests the judge to decide. The differences among the levels of judicial proceedings in this case are primarily evident in the assessment of whether the allegations were proven and what legal consequences could be imposed.

The first issue is whether the actions of Endang Kumoro, Misdianto, Ahmad Purwanto, and Eksi Anggraeni can be classified as unlawful acts that fulfill the elements of Article 1365 of the Indonesian Civil Code. The District Court considered that there were actions contrary to legal obligations, including those relating to the price offer and the involvement of employees in the transaction process. The High Court reassessed this construction by emphasizing transaction evidence and the legal relationship arising from the invoices.

The second issue is whether PT Antam as a legal entity can be held liable for the actions of its employees based on Article 1367 of the Indonesian Civil Code. The District Court connected the employees' actions with their employment relationship and the implementation of PT Antam's business activities. The High Court considered that there were issues concerning the evidentiary basis of such liability and examined whether the actions actually fell within the scope of employment that could give rise to the employer's liability.

The third issue concerns the evidence regarding the amount of gold that should have been received. The High Court placed significant emphasis on the transaction invoices and the cash-and-carry mechanism, while the Supreme Court adopted the District Court's considerations regarding liability arising from the actions of the defendants and subsequently modified the operative part of the judgment.

The fourth issue concerns the legal consequences regarding compensation for immaterial losses, *dwangsom*, and *uitvoerbaar bij voorraad*. The Supreme Court specifically stated that compensation for immaterial losses was not granted in this case and removed the *dwangsom* and *uitvoerbaar bij voorraad* provisions from the cassation judgment.

The Surabaya District Court rejected all exceptions raised by the Defendants. On the merits, the panel partially granted the claim. The panel declared that Defendants I through V had committed unlawful acts that caused losses to the Plaintiff.

One important part of the first-instance considerations was the assessment of the actions of Endang Kumoro and Misdianto when Eksi offered gold at a price that, according to the description of the case, was below the official price. The panel considered that the two employees knew that the proposed mechanism differed from the applicable gold sales mechanism but nevertheless allowed and facilitated Eksi's activities within the boutique. In the construction of the judgment, such actions were considered contrary to legal obligations and fulfilled the elements of Article 1365 of the Indonesian Civil Code.

With respect to Ahmad Purwanto, the District Court considered the act of printing eight invoices indicating Jakarta as the purchase location for transactions related to Surabaya, without price-offer data or references, as well as the signing of a statement letter. These actions were regarded by the panel as acts contrary to legal obligations.

Regarding PT Antam, the District Court connected the positions of Endang Kumoro and Ahmad Purwanto as employees with PT Antam's business activities. The panel applied Article 1367 of the Indonesian Civil Code to establish PT Antam's liability for the actions of employees carried out within the employment relationship. The judgment also contained extensive discussion regarding the employer's supervisory function and the SOP evidence submitted by PT Antam.

The District Court also considered the criminal judgments that had already been issued against several parties. Those judgments were used as part of the evidentiary context concerning the actions of the employees, although the case examined in this judgment was a civil case. Thus, the panel placed the facts from the criminal proceedings as one of the materials supporting the construction of the acts alleged in the civil claim.

Regarding the claim of Rp92,092,000,000.00 against Eksi Anggraeni, the District Court declared that the claim had a legal basis. Regarding the claim for immaterial damages of Rp500,000,000,000.00 and a *dwangsom* of Rp100,000,000.00 per day, the District Court also granted the claims. However, the request for a security attachment was rejected because the panel stated that no security attachment had been imposed.

With respect to *uitvoerbaar bij voorraad*, the District Court granted the request by referring to evidence of court decisions considered to demonstrate that 1,136 kg of gold had not been delivered. The first-instance decision subsequently partially granted the claim, rejected the remaining claims, and rejected the entire counterclaim.

The Surabaya High Court accepted the appeal filed by PT Antam and Eksi Anggraeni and annulled Surabaya District Court Decision Number 158/Pdt.G/2020/PN.Sby. After annulling the first-instance decision, the High Court adjudicated the case itself.

One of the main focuses of the appellate considerations was the legal relationship between Budi Said and PT Antam. The High Court emphasized the sales invoices as evidence of the sale and purchase relationship. In its considerations, PT Antam's transaction mechanism was described as consisting of Price Offers and References or cash and carry. The invoices contained the buyer's identity, the unit of gold, the unit price, the total price, and administrative elements related to delivery.

The High Court considered the invoices important documents for proving the transactions and the receipt of gold. The panel stated that when an invoice had been held or possessed by the buyer, this was related to the cash-and-carry principle. The panel also noted that the Plaintiff did not specify the objects claimed in the lawsuit based on particular invoices. From this point, the High Court developed a different conclusion regarding the proof of the gold shortage.

In this case, there was also an allegation that the claim had conflated breach of contract and unlawful acts. The allegation was submitted by PT Antam during the appellate proceedings. The High Court considered the distinction between breach of contract and unlawful acts as part of its examination of the construction of the claim. This became one of the important points distinguishing the appellate approach from that of the first instance.

Regarding Article 1367 of the Indonesian Civil Code, the High Court considered that employer liability could not be applied automatically merely because the perpetrator was an employee. The decision contained an explanation concerning the SOP, job description, e-gold system, and PT Antam's supervisory function, which were alleged to demonstrate that the company had exercised supervision. Based on these considerations, the High Court did not uphold the first-instance conclusion regarding PT Antam's liability.

The High Court ultimately declared that Budi Said's claim was entirely rejected. PT Antam's counterclaim was also entirely rejected. However, the reasons for rejecting the counterclaim differed from those at the first-instance level. The High Court

considered that filing a lawsuit before a court to assert a right because one felt harmed, followed by the case being reported by the press or social media, did not by itself constitute defamation, so the counterclaim had no legal basis according to the panel's considerations.

The Supreme Court formally accepted Budi Said's cassation application and subsequently examined the grounds for cassation. In its considerations, the Supreme Court stated that there were sufficient grounds to annul the Surabaya High Court decision and adjudicate the case itself.

The Supreme Court essentially adopted the considerations of the *Judex Facti* of the Surabaya District Court, which, according to the Supreme Court, were correct and appropriate, with additional considerations and modifications to the operative part of the judgment. Thus, the Supreme Court did not merely restore the entire operative part of the District Court decision but modified the form of liability and the additional claims.

A very important part concerns PT Antam's liability under Article 1367 of the Indonesian Civil Code. The Supreme Court stated that because Defendants II through IV were employees who acted in the context of their employment and were proven to have jointly committed fraud that caused losses to the Plaintiff, Defendant I, as the party employing them, was required to be responsible for the losses caused by the employees' wrongful acts.

The Supreme Court subsequently modified the operative part concerning the delivery of gold. PT Antam together with Defendants II through IV were jointly and severally ordered to deliver 1,136 kg of Antam gold bars to the Plaintiff. If the gold was not delivered, the obligation would be replaced by payment of an amount equivalent to the price of the gold at the time of execution.

The Supreme Court also maintained Eksi Anggraeni's obligation to pay material damages amounting to Rp92,092,000,000.00. Conversely, the claims for immaterial damages, *dwangsom*, and *uitvoerbaar bij voorraad* were not maintained. The Supreme Court explained that immaterial damages were only granted for certain types of unlawful acts that caused particular impacts or trauma, while *dwangsom* did not apply to the payment of a sum of money. Regarding *uitvoerbaar bij voorraad*, the Supreme Court considered that at the cassation stage, such provision was no longer relevant. The counterclaim was entirely rejected. The Cassation Respondents were ordered to pay court costs at all levels of judicial proceedings, with the cassation-level costs amounting to Rp500,000.00. The cassation decision was rendered on June 29, 2022.

The main difference among the three decisions lies in the way the panels connected the transaction facts with the elements of unlawful acts. At the first-instance level, the focus was placed on the concrete actions of the parties within the boutique, their knowledge of the transaction mechanism, and their involvement in shaping the Plaintiff's belief. At the appellate level, the focus was more strongly placed on transaction documents and evidence based on invoices. At the cassation level, the Supreme Court reinstated the first-instance construction while adding reasoning concerning employer liability.

Article 1365 of the Indonesian Civil Code essentially requires the existence of an unlawful act, fault, loss, and a causal relationship. In this case, differences in assessment arose primarily concerning the elements of the act and fault, as well as the connection between the employees' actions and the Plaintiff's losses. The District Court and the Supreme Court accepted the construction that the Defendants' actions

constituted a basis for liability, whereas the High Court did not maintain that conclusion.

Article 1367 of the Indonesian Civil Code became a central point because it regulates liability for losses caused by persons under one's responsibility or subordinates, including an employer's liability for the actions of subordinates in the course of employment. In this case, the difference was not merely whether an employment relationship existed, but whether the actions causing the loss could be placed within the scope of employment so that the legal entity would also be held liable.

Differences also arose in the evidence concerning the amount of gold. PT Antam alleged that certain total payments had been converted according to the official price and had resulted in the delivery of approximately 5,935 kg. Budi Said alleged that there was still a shortage of 1,136 kg. The High Court emphasized the invoices and the cash-and-carry mechanism, whereas the District Court and subsequently the Supreme Court accepted the construction that there was an obligation concerning 1,136 kg based on the series of facts and evidence considered.

This case also demonstrates the importance of distinguishing breach of contract from unlawful acts. In transaction disputes, not every failure to fulfill an obligation automatically constitutes an unlawful act, and not every action related to a contract must necessarily be classified solely as a breach of contract. Therefore, the legal relationship must be constructed by examining the source of the alleged obligation, the action considered to be unlawful, and the legal basis for liability sought.

From the perspective of procedural law, the differences among the decisions also demonstrate the function of judicial review at successive levels. The High Court may reassess the facts and application of law at the first-instance level, while the Supreme Court in this case granted the cassation and adjudicated the case itself by annulling the appellate decision. Therefore, a change in the operative part does not merely indicate a change in the facts but may result from differences in the assessment of the application of law to the same facts.

The counterclaim was filed by PT Antam, essentially alleging that Budi Said had committed defamation and requesting restoration of its reputation and payment of immaterial damages. The District Court rejected the counterclaim because, according to its considerations, the allegation had not been successfully proven.

The High Court maintained the rejection of the counterclaim but provided more specific reasons. According to the appellate considerations, filing a lawsuit before a court to assert a right because one felt harmed, followed by the case becoming the subject of press or social media coverage, did not by itself constitute defamation. The consideration was associated with the function of dispute resolution through the courts and the prevention of acts of taking the law into one's own hands.

The Supreme Court again rejected the entire counterclaim. Thus, with respect to the counterclaim, there was consistency in the outcome at all three levels, although the reasons provided at the appellate level were more explicit concerning the relationship between the use of judicial mechanisms and the allegation of defamation.

At the District Court level, Budi Said's claim was partially granted. PT Antam was declared liable and required to pay material damages or deliver 1,136 kg of gold, Eksi Anggraeni was required to pay Rp92,092,000,000.00, and immaterial damages of Rp500,000,000,000.00 and a *dwangsom* of Rp100,000,000.00 per day were also awarded. The decision also included *uitvoerbaar bij voorraad*.

At the High Court level, the first-instance decision was annulled and Budi Said's claim was entirely rejected. The counterclaim was also rejected. Accordingly, the obligation to pay or deliver gold arising from the first-instance decision was not maintained by the appellate court.

At the Supreme Court level, the High Court decision was annulled. The Supreme Court adjudicated the case itself and again declared Defendants I through V to have committed unlawful acts. However, the cassation operative part was not identical to that of the District Court. PT Antam together with Defendants II through IV were jointly and severally required to deliver 1,136 kg of gold or pay an amount equivalent to the price of the gold at the time of execution. The claims for immaterial damages, *dwangsom*, and *uitvoerbaar bij voorraad* were not included in the final operative part.

The implication is that the cassation decision became the decision determining the resolution of the case at the cassation level, with a liability construction that differed from those of the two *judex facti* courts. These differences provide important material for examining the limits of corporate liability for employees' actions, the evidentiary aspects of transactions, and how claims for damages should be formulated.

Table 1.

Aspect	Surabaya District Court No.158/Pdt.G/2020/PN.Sby	Surabaya High Court No.371/PDT/2021/PT SBY	Supreme Court No. 1666 K/Pdt/2022
Outcome of legal proceedings	Claim partially granted	District Court decision annulled; claim entirely rejected	Cassation granted; High Court decision annulled
Unlawful act	Defendants I–V declared to have committed unlawful acts	Principal claim rejected; unlawful act finding not maintained	Defendants I–V again declared to have committed unlawful acts
PT Antam's liability	Liable for the actions of Defendants II–IV	Not maintained based on the appellate assessment	Jointly and severally liable with Defendants II–IV
Main subject matter	Rp817.4656 billion or 1,136 kg of gold	No obligation to deliver gold/pay damages under the District Court decision	1,136 kg of gold or money equivalent to the gold price at the time of execution
Eksi Anggraeni	Rp92.092 billion	Principal claim rejected	Rp92.092 billion
Immaterial damages	Rp500 billion	Not awarded	Eliminated
Dwangsom	Rp100 million per day	Not awarded	Eliminated
Counterclaim	Entirely rejected	Entirely rejected	Entirely rejected
Court costs	Rp3,925,500	Appeal Rp150,000	Cassation Rp500,000; Respondents ordered to bear costs at all judicial levels

CONCLUSION

The study finds that the Budi Said v. PT Aneka Tambang Tbk dispute demonstrates substantial differences in the construction of unlawful acts, corporate liability, evidentiary assessment, and the legal consequences of the claims across three

judicial levels. The Surabaya District Court declared Defendants I through V to have committed unlawful acts and imposed liability on PT Antam under Article 1367 of the Indonesian Civil Code for the conduct of its employees. The Surabaya High Court annulled the first-instance decision and rejected the claim in its entirety by emphasizing transaction invoices, the cash-and-carry mechanism, and the limits of employer liability. The Supreme Court subsequently annulled the High Court decision and adjudicated the case itself by reaffirming the basis of liability under Articles 1365 and 1367, while modifying the operative judgment by imposing joint and several liability for the delivery of 1,136 kg of gold or its equivalent value and eliminating immaterial damages, *dwangsom*, and *uitvoerbaar bij voorraad*. These findings demonstrate that corporate liability cannot be separated from the legal construction of employees' conduct, the scope of employment, and the evidentiary relationship between the conduct and the resulting loss.

The limitation of this study lies in its normative juridical scope, which focuses on three court decisions and does not examine empirical perspectives from judges, corporate management, employees, or consumers involved in similar transactions. Future research may therefore expand the analysis by comparing other cases involving Article 1367 of the Indonesian Civil Code or by combining normative and empirical approaches to examine the consistency of judicial application and corporate supervision practices. Practically, the findings indicate the importance for corporations to strengthen transaction procedures, employee supervision, documentation, and internal control mechanisms, particularly where employees interact directly with consumers and conduct transactions on behalf of the company.

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