Journal of Legal Sustainability
Homepage:https://el-emir.com/index.php/jols

E-ISSN: 3062-7184, P-ISSN: 3062-8792
Journal of Legal Sustainability (JOLS)



Unlawful Act of Determination of Damages in Unilateral Cancellation of Cooperation Agreement for Management of B3 and Non-B3 Waste

Perbuatan Melawan Hukum Penetapan Kerugian dalam Pembatalan Sepihak Perjanjian Kerja Sama Pengelolaan Limbah B3 Dan Non-B3

Imelda Martinelli[1]✉, Nurdin Wahid[2], Leonardo[3]
[1,2,3]Universitas Tarumanagara Jakarta, Indonesia
DOI: https://doi.org/10.63477/jols.v3i4.647, Pages: 100-112
✉ Email Correspondence: imeldam@fh.untar.ac.id

ABSTRAK
Penelitian ini mengkaji Putusan Pengadilan Negeri Bekasi Nomor 322/Pdt.G/2012/PN.Bks., Putusan Pengadilan Tinggi Bandung Nomor 408/Pdt/2013/PT.Bdg., dan Putusan Mahkamah Agung Nomor 1051 K/Pdt/2014 terkait pembatalan sepihak perjanjian kerja sama pengelolaan limbah B3 dan non-B3 oleh PT Chuhatsu Indonesia. Penelitian bertujuan menganalisis pertimbangan hakim mengenai kewenangan penandatangan perjanjian, kualifikasi perbuatan melawan hukum (PMH), ganti rugi, serta konsistensi putusan. Metode yang digunakan adalah yuridis normatif dengan pendekatan peraturan perundang-undangan dan kasus. Hasil penelitian menunjukkan bahwa perjanjian tetap dianggap sah karena kewenangan Direktur baru terbit setelah perjanjian dibuat. Pembatalan sepihak dinilai sebagai PMH berdasarkan Pasal 1338 KUHPerdata, meskipun substansinya lebih dekat pada wanprestasi. Ganti rugi Rp9,5 miliar dari tuntutan Rp60 miliar ditetapkan berdasarkan kepatutan tanpa rincian pembuktian memadai. Ketiga putusan memiliki amar yang konsisten, tetapi pertimbangan mengenai PMH dan ganti rugi masih dapat dipersoalkan.

Kata Kunci: Perbuatan Melawan Hukum, Pembatalan Sepihak, Wanprestasi, Kewenangan Direksi

ABSTRACT
*This study examines the Bekasi District Court Decision No. 322/Pdt.G/2012/PN.Bks., the Bandung High Court Decision No. 408/Pdt/2013/PT.Bdg., and the Supreme Court Decision No. 1051 K/Pdt/2014 regarding the unilateral cancellation of a hazardous and non-hazardous waste management cooperation agreement by PT Chuhatsu Indonesia. The research aims to analyze judicial reasoning concerning the signatory's authority, the classification of the act as an unlawful act (*perbuatan melawan hukum* or PMH), damages, and the consistency of the rulings. A normative-juridical method was employed, utilizing statutory and case-based approaches. The findings indicate that the agreement remained valid because the Director's authority was established only after the agreement had been executed. The unilateral cancellation was deemed an unlawful act under Article 1338 of the Indonesian Civil Code, even though the substance of the issue more closely resembled a breach of contract (*wanprestasi*). Damages of IDR 9.5 billion—out of a claimed IDR 60 billion—were awarded based on principles of fairness, lacking detailed evidentiary substantiation. While the operative parts of the three decisions were consistent, the underlying reasoning regarding the unlawful act and the damages awarded remains open to question.*
Keywords: *Unlawful Act, Unilateral Cancellation, Breach of Contract, Authority of the Board of Directors*

Article Info
Copyright (c) 2026, Imelda Martinelli et al.
Received: 4-10-2026, Revised: 11-10-2026, Accepted: 14-10-2026, Published: 20-10-2026

INTRODUCTION

An agreement is a legal instrument used by parties to regulate their relationships and interests. Article 1338 of the Civil Code establishes a legally enforceable agreement as law for its makers and affirms that an agreement cannot be revoked except by mutual agreement or for reasons deemed sufficient by law. This article contains the principles of consensualism, facta sunt servanda, freedom of contract, and good faith (Usman et al., 2021). Promises in an agreement are binding and give rise to debts that must be fulfilled (Farnsworth, 1969) (Satrio et al., 1995); (Usman et al., 2021).

The problem arises when one party terminates the agreement without following the legal process. Reciprocal cancellation of an agreement due to default, according to Article 1266 of the Civil Code, requires a default and a request for cancellation to a judge, and unilateral termination that does not meet these requirements can be sued as an unlawful act (Usman et al., 2021). The choice of basis for this lawsuit is not simple. Breach of contract and PMH both originate from an agreement, but breach of contract arises from an agreement, while PMH arises from a law (Paramita, 2021) (Slamet, 2013). There is a view that default is actually a specific genus of unlawful act, because the violation of creditor rights by the debtor is also onrechtmatige daad (Schrage, 1999); (Slamet, 2013)

In judicial practice, the boundaries between the two bases of the lawsuit are not yet uniform. The Supreme Court once rejected the combination of breach of contract and PMH in one lawsuit (Decisions No. 1875 K/Pdt/1984 and No. 879 K/Pdt/1997), but in other decisions accepted it, for example, Decisions No. 2686 K/Pdt/1985 and No. 886 K/Pdt/2007 (Isman, 2021). This difference has an impact on compensation: default is usually associated with actual losses, while PMH allows for immaterial and potential loss-based compensation (Isman, 2021).

The issue arose in a dispute between PT Tenang Jaya Sejahtera (Plaintiff) and PT Chuhatsu Indonesia (Defendant). The Plaintiff is engaged in the management and utilization of B3 and non-B3 waste, while the Defendant is a motor vehicle manufacturer with factories in Cibitung and Karawang. After the Defendant declared the letter of appointment of the waste manager without the approval of the Board of Directors was invalid, the Plaintiff sued on the basis of PMH and demanded compensation of IDR 60 billion. The Bekasi District Court granted in part with compensation of IDR 9.5 billion, the Bandung High Court upheld, and the Supreme Court rejected the cassation.

The object of the agreement, B3 waste, provides an additional dimension. According to Article 59 of Law Number 32 of 2009 concerning Environmental Protection and Management, anyone who produces B3 waste is obliged to manage it, and if they are unable to manage it themselves, the management is handed over to another party. B3 waste management must obtain a permit from the Minister, governor, or regent/mayor according to their authority. This means that waste producers are not free to choose partners, because the partner must have a permit. In this dispute, the Defendant, as the waste producer, was given a written warning by the BPLHD because the waste was handed over to a user who, according to the inspector's findings, did not have the appropriate permit (Bekasi District Court Decision, pp. 8-9), while the Plaintiff considered the reason for the cancellation to be far-fetched (p. 3). The binding force of the agreement under Article 1338 of the Civil Code thus clashes with the public obligations of B3 waste producers, a conflict that does not arise in ordinary commercial

contracts.

This ruling is interesting because it raises several issues simultaneously: the argument that the agreement was signed by an unauthorized official, the qualification of the contract cancellation as PMH, and the determination of compensation without detailed evidence. According to sources reviewed by the author, (Usman et al., 2021) only briefly mentions Supreme Court Decision Number 1051 K/Pdt/2014 as an example of unilateral cancellation that is qualified as PMH. (Isman, 2021) analyzing another decision (Number 886 K/Pdt/2007) regarding the accumulation of lawsuits, while (Slamet, 2013) This paper discusses the conceptual comparison between PMH and breach of contract. No study has yet been found that explores the hierarchical structure of PMH for contract cancellation in a single dispute, from the District Court to the Supreme Court. This is where this research is novel.

Problem formulation and objectives

1. How should the judge consider unilateral cancellation of the cooperation agreement for the management of B3 and non-B3 waste as an unlawful act?
2. Is the determination of losses in the decision based on the principles of environmental impact analysis (Amdal)?

This study aims to analyze the basis for judges' considerations in assessing unilateral cancellation of an agreement as an unlawful act and assessing whether the determination of losses is guided by the Amdal principle, by comparing the three decisions as analytical material.

RESEARCH METHODS

This research is a normative juridical research with a statutory regulatory approach and a case approach. The primary legal materials consist of Bekasi District Court Decision Number 322/Pdt.G/2012/PN.Bks., Bandung High Court Decision Number 408/Pdt/2013/PT.Bdg., and Supreme Court Decision Number 1051 K/Pdt/2014, as well as the Civil Code, Law Number 40 of 2007 concerning Limited Liability Companies, Law Number 32 of 2009 concerning Environmental Protection and Management which regulates Amdal (Articles 22 to 33), Government Regulation Number 27 of 2012 concerning Environmental Permits, and procedural law provisions referred to in the decision.

Secondary legal materials consist of journal articles on unilateral contract termination, the difference between breach of contract and PMH, and the accumulation of lawsuits. Legal materials were collected through document studies and analyzed qualitatively and descriptively, linking legal facts, judicial considerations, and underlying norms. Copies of decisions were obtained from the Directory of Decisions of the Supreme Court of the Republic of Indonesia, and page references follow the copies.

RESULTS AND DISCUSSION

The case in question

The Plaintiff has been working with the Defendant to manage waste at the Cibitung factory since March 6, 2010 based on Agreement Number 114/PO.CHI/III/2010, which was extended by Agreement Number 124/PO.CHI/III/2012 dated March 6, 2012. On April 30, 2012, Agreement Number

178/PO.CHI/IV/2012 was made regarding the appointment of B3 and non-B3 waste users.

B3 at the Karawang factory for two years. The 2010 agreement was signed by the Defendant by Heru Wibowo as Plant Director, while the two 2012 agreements were signed by Untung Armedhya Lubis as SHE Executive Head (Bekasi District Court Decision, p. 33).

On June 2, 2012, the Defendant invited the Plaintiff, and in the meeting on June 4, 2012, the Defendant submitted a notification letter that the waste assignment letter that did not contain the approval or signature of the Board of Directors was declared invalid. The Plaintiff understood this as a cancellation of the agreement (pp. 2-3). The Plaintiff is demanding Rp. 60 billion, consisting of a loss of income of IDR 36 billion (24 months × IDR 1.5 billion) and profits that should have been obtained of IDR 24 billion (24 months × IDR 1 billion), plus a fine of IDR 100 million per day, confiscation of collateral, and an immediate decision (pp. 4-5).

The Defendant filed an exception of error in persona, obscuur libel because it mixed PMH and breach of contract by referring to Article 102 Rv and Supreme Court Decision Number 879 K/Pdt/1999 (pp. 6-7), as well as an exception that the agreement was the result of engineering and conspiracy. In the main case, the Defendant argued that the agreement was made by an official without authority, that the Plaintiff did not have all the permits for the use of B3 waste according to the BPLHD inspection, and that the Defendant himself was given a written warning sanction for handing over waste to an unlicensed user (pp. 8-11).

In terms of licensing, the Plaintiff has a permit to utilize B3 waste based on the Decree of the Minister of State for the Environment Number 30 of 2012 dated February 7, 2012 and Decree Number 162 of 2011 concerning environmental audits (p. 2). According to the Defendant, after the BPLHD inspection on February 9, 2012, the Plaintiff was only permitted to receive shotpeen ash and grinding ash in accordance with Decree Number 254 of 2010, and did not have a permit for scale quenching and painting waste (p. 8). Witness Baswara Alamsyah explained that in June 2012 the Plaintiff's incinerator permit had not been completed (p. 18).

Considerations of the Bekasi District Court

The District Court rejected all exceptions (pp. 28-31). The lawsuit was deemed filed by a legal entity, not Tulus Widodo himself. The cumulative exception was rejected because the posita did not allege that the Defendant failed to fulfill its contractual obligations, thus deeming the lawsuit not a breach of contract. The exceptions of fabrication and conspiracy were deemed to have entered into the substance of the case.

In the main case, the Panel used the four elements of PMH and the broad definition of unlawful acts according to the Lindenbaum-Cohen Arrest 1919 (p. 32). Regarding the argument of authority, the Panel noted that both Defendant officials declared themselves entitled to act for the company. Exhibit T-13, the notarial deed of June 1, 2012, which was intended to prove the Director's authority, was issued after the agreements dated March 6 and April 30, 2012, so that the agreements not made by the Director before that date were declared valid (pp. 33-34).

The panel then referred to Article 1338 of the Civil Code and point 8 of the agreement. This point states that the agreement ends if the second party violates the agreement, is valid for two years, and can be terminated by either party with one

month's written notice. The defendant was deemed to have canceled the agreement without following point 8. The panel added that if the defendant had acted in good faith, he should have given the plaintiff a deadline to complete the permits and only terminated the relationship if the requirements were not met. This action was deemed to be contrary to the defendant's own legal obligations and the plaintiff's subjective rights. etiquette, as well as propriety and accuracy, so that it is qualified as PMH (pp. 34-35).

For compensation, the Panel acknowledged that the Plaintiff had never shown detailed evidence of losses but was convinced that losses existed, then assessed them based on the principle of fairness at IDR 500 million per month for 19 months, calculated from the registration of the lawsuit on September 21, 2012 until the end of the agreement on April 29, 2014. The result was IDR 9.5 billion. Losses in the form of profits of IDR 24 billion were rejected because the business developed was not detailed. The forced money was rejected based on Article 606a Rv, the decision was immediately rejected because Article 180 paragraph (1) HIR and SEMA Number 3 of 2000 were not fulfilled, and the seizure of collateral was rejected because no seizure was ever carried out (pp. 36-38). The decision was pronounced on May 22, 2013.

Considerations of the Bandung High Court

In the appeal memorandum, the Defendant repeated the objections regarding the exception and cumulative claims, and added the minutes of the annual GMS of May 27, 2011, which showed that Heru Wibowo was appointed as Director, so that only he had the authority to bind the company. The Defendant also stated that Agreement Number 178 only covered the Karawang factory which had only been operational since April 2013 with waste production of around Rp15 million per month (Bandung High Court Decision, pp. 3-4). The High Court was of the opinion that the District Court's considerations were appropriate and correct, and then took over them as its own considerations. The November 22, 2013 decision upheld the first instance decision and imposed Rp150,000 in appeal costs on the Appellant (pp. 4-5). The Appellant's objections and additional evidence were not specifically answered.

Supreme Court Considerations

In the cassation, the Defendant submitted seven reasons (Supreme Court Decision, pp. 10-17), including: Untung Armedhya Lubis was not authorized because the internal procedure (T-11) limited the SHE Executive Head's authority to Rp1 million to Rp10 million; the agreement did not meet the valid requirements of Article 1320 of the Civil Code, including a lawful reason because the Plaintiff allegedly did not have a permit; the High Court only took over the first level consideration; the basis for calculating compensation of Rp9.5 billion was unclear; and the lawsuit lacked parties because Untung Armedhya Lubis was not withdrawn as a party.

The Supreme Court stated that the judex facti did not misapply the law. Its reasoning was brief (p. 17): it was proven that there was an agreement in the B3 waste management activity; unilateral cancellation was qualified as PMH because it was contrary to Article 1338 of the Civil Code; and objections regarding the assessment of the results of the evidence could not be considered in the cassation, because the cassation only assessed errors in the application of the law, violations of applicable law, failure to fulfill the requirements required by the regulations, and lack of authority or exceeding the limits of authority according to Article 30 of Law Number 14 of 1985

as amended. The cassation was rejected on November 12, 2014 with court costs of Rp. 500,000 (p. 18).

Analysis: binding force of agreement and termination clause

The District Court and the Supreme Court both relied on Article 1338 of the Civil Code. Articles 1339, 1365, and 1367 of the Civil Code, as well as Article 118 of the HIR, appear in the Plaintiff's lawsuit (pp. 4-5), but are not explicitly cited in the judge's reasoning in the available copy of the decision. The actual basis used is Article 1338, point 8 of the agreement, and the four categories of unlawful acts.

Interestingly, point 8 actually opens up a way out for the Defendant: the agreement can be terminated with one month's written notice. The Defendant's fault, according to the Panel, was not because he terminated the agreement, but because of the method. The June 4, 2012 notification was delivered in a meeting and was effective immediately (p. 34). The Panel also demanded that the Defendant be given the opportunity to complete the permit before terminating the relationship. This consideration is close to the reading of good faith in the implementation of the agreement according to Article 1338 paragraph (3), which in the literature is linked to respect for trust and honesty in carrying out promises (Hutabarat, 2010) Isman, 2021: 73). However, the decision does not mention paragraph (3) explicitly, so the good faith argument is only implied.

Analysis: authority of the signatory and valid conditions of the agreement

The argument of authority is the core of the Defendant's defense at three levels. According to Article 98 paragraph (1) of Law Number 40 of 2007, the Board of Directors represents the company in and out of court, and this authority can be limited by law, articles of association, or decisions of the GMS. The Board of Directors can also grant written power of attorney to employees or other parties for certain legal acts (Article 103). Therefore, the question that the judge should answer is whether Untung Armedhya Lubis holds the authority to act, both from the articles of association and from the written power of attorney of the Board of Directors.

The Defendant submitted evidence T-11 in the form of a decision-making authority procedure that limits the SHE Executive Head to Rp10 million, T-12 in the form of the articles of association that delegate the company's representation to the Board of Directors, and witness testimony that there was no delegation of authority through a power of attorney (MA, pp. 11-13). The District Court did not discuss T-11 in its available considerations. Its reasoning is simpler: both officials declared their right to act, and the Director's evidence of authority (T-13) was only issued on June 1, 2012, so the agreement before that date remains valid. This reasoning is weak in one point. T-13 only proves Heru Wibowo's position as Director, not that Untung Armedhya Lubis has the authority. An official's statement that he has the right to act does not in itself prove that authority.

There is a stronger argument for the Plaintiff, namely that the Defendant for years accepted agreements and extensions signed by the same official, including for the Cibitung factory, and only questioned them after a dispute arose (PN, pp. 3, 10, 17-19). The argument regarding the protection of third parties in good faith is actually in line with the verdict, but it is not used explicitly by the judge, and depends on whether the Plaintiff is aware of the limitations of authority, even though the Defendant accused the Plaintiff of collusion with the Head of SHE (pp. 9-10). At the

cassation level, the Supreme Court did not elaborate on the arguments of Article 1320 one by one and viewed the objection as an evidentiary assessment. The argument of a legitimate cause because the Plaintiff was suspected of not having a permit was also not answered in detail, even though the findings of the BPLHD and the sanctions against the Defendant (T-5) were facts presented by the Defendant himself (pp. 8-9, 26).

Analysis: B3 waste regime and the binding force of agreements

The object of the disputed agreement is the management of B3 waste, so the contractual relationship between the parties is not independent. Article 59 of Law Number 32 of 2009 requires every person who produces B3 waste to manage it, stipulates that if they are unable to manage it themselves, the management is handed over to another party, and requires permission from the Minister, governor, or regent/mayor according to their authority. The implementing regulations in force at the time of the incident were Government Regulation Number 18 of 1999 in conjunction with Number 85 of 1999 concerning B3 Waste Management. Therefore, the Defendant, as the waste producer, was not only bound by the agreement with the Plaintiff, but also bore a public obligation to ensure that the waste reached the authorized party. The Defendant's own evidence shows the consequences: the BPLHD issued a written warning and required the handover of B3 waste to authorized users according to the type of waste (pp. 8-9; exhibit T-5).

The decision does not explicitly reconcile the two layers of norms. The District Court considers the arguments of engineering and conspiracy to have entered the main case (p. 31), but in the main case only states that the Defendant should have given the Plaintiff a deadline to complete the permits (p. 35). The decision does not explain what permits the Plaintiff holds, what types of waste are covered by Agreement Number 178, and whether both are appropriate, even though the factual material is available: a utilization permit according to Decree Number 30 of 2012 which according to the Defendant does not cover skeal quenching and paint painting (p. 8), and an incinerator permit which had not been completed in June 2012 (p. 18). The argument of a lawful cause according to Articles 1320 and 1337 of the Civil Code submitted by the Defendant (PN, p. 10; MA, pp. 13-14) was also not answered in detail by the Supreme Court.

According to the author, the lack of a permit does not automatically invalidate the agreement for prohibited reasons. B3 waste management is essentially a lawful object, and the problem lies in its implementation for types of waste that have not been permitted. The District Court's approach, namely providing an opportunity to complete the permit before terminating the relationship, is therefore reasonable. However, this approach is only adequate if accompanied by a temporary limitation of scope, because the waste producer is not allowed to continue to submit types of waste that are not covered by the permit. According to the Defendant, this limitation was implemented after the examination on February 9, 2012, namely the Plaintiff was only given shot peen ash and grinding ash (pp. 8-9), but this argument was not tested. If true, this argument can be read as an intermediate step that the Defendant has taken before terminating the cooperation, or conversely as a sign that the agreement is practically implemented in a limited manner, which should affect the amount of compensation.

The B3 dimension is also relevant for compensation. The Defendant's witness

explained that B3 waste has no economic value and that producers must pay the parties who manage it (p. 27), while in the Plaintiff's details the largest component is non-B3 economic waste in the form of iron scrap amounting to Rp800 million per month, compared to Rp60 million per month from B3 waste (pp. 36-37). The decision does not explain which part of the Rp500 million per month figure comes from B3 waste management and which part from non-B3 waste, even though both are managed under different legal regimes.

Analysis: PMH or default

The Defendant disputes that the lawsuit is based on an agreement, but the petition demands a PMH statement, and calls it a prohibited cumulative (p. 7). It should be noted that the Defendant's reference, Supreme Court Decision Number 879 K/Pdt/1999, is written in a different year in the literature, namely Number 879 K/Pdt/1997 dated January 29, 2001 (Isman, 2021: 58), andIsman (2021: 62) cites Article 103 Rv, not Article 102 Rv, as the provision limiting objective cumulation. The author follows the citation as written in the judgment, but notes this discrepancy.

The District Court's approach to this exception was formal: because the posita did not allege that the Defendant had failed to fulfill its obligations, the lawsuit was not considered a breach of contract. This differs from Decision Number 886 K/Pdt/2007, which accepted the cumulative effect because the posita for breach of contract and the PMH were explicitly stated separately (Isman, 2021:68), there is no accumulation here at all. What exists is a single act, a unilateral cancellation, which is labeled PMH. The question shifts from accumulation to qualification.

In substance, the breached obligation stems from the agreement. The Panel's considerations refer to point 8 and the Defendant's obligation to comply with the agreement (pp. 34-35). According to Subekti, one form of breach of contract is doing something that is not permitted under the agreement (inSlamet, 2013: 111-112), and terminating the agreement outside the agreed mechanism can be read as such. However, the qualification of PMH is not doctrinally wrong. The view that default is a specific genus of PMH (Slamet, 2013: 112) and that the contractual relationship does not prevent PMH's lawsuit (Isman, 2021: 62) supports this option. The problem lies in the reasoning, not the result: the decision does not explain why the breach of the termination clause was examined as PMH and not as a breach of contract, and the Supreme Court only declared the cancellation contrary to Article 1338 without addressing the cumulative objection.

There are also other avenues that are not affected by the ruling. According to the literature, the cancellation of a reciprocal agreement due to default must be requested from a judge (Article 1266 of the Civil Code), and unilateral termination that does not meet these requirements can be considered as PMH (Usman et al., 2021: 94-95, 98). The judge's considerations in this case did not mention Article 1266. This argument could strengthen the qualification of PMH through good faith and propriety, but only if the Defendant indeed alleged the Plaintiff's default, and the Defendant's argument about incomplete permits was not tested to that point.

Analysis: determination of compensation

The Rp9.5 billion determination is the most difficult part of the decision to defend argumentatively. The District Court acknowledged the lack of detailed evidence (p. 37). The Plaintiff's calculations in the reply relied on the volume of waste from the

previous two years of cooperation, for example, 200 tons of iron scrap per month generating Rp800 million, resulting in an average of Rp895 million per month (pp. 36-37). This volume came from the Cibitung factory, while the agreement that was the object of the lawsuit was Number 178 for the Karawang factory (p. 32). The witness stated that the Karawang factory was not yet operational when the agreement was signed, and the Defendant stated that Karawang's waste production was around Rp15 million per month (PT, pp. 3-4; PN, pp. 24-25, 37). The Panel itself noted that the Plaintiff did not explain how long the Karawang factory had been operating, but still set a monthly figure that was unrelated to any figures in this case.

In addition, the Panel's considerations mention the cancellation of Agreement Number 124 (Cibitung) and Number 178 (Karawang) (p. 35), while the Plaintiff stated that according to the Defendant the Cibitung agreement was not problematic (p. 3). The decision does not explain which agreement is the basis for the loss. The compensation period is also problematic. The Panel calculated from September 21, 2012 (the date of registration of the lawsuit), even though the cancellation occurred on June 4, 2012, and it does not explain why the registration date was used as the starting point (p. 37).

The petition subsidiary ex aequo et bono (p. 5) allows the judge to adjust the amount, and the judge does have the authority to determine appropriate damages, but the decision does not mention this as a basis. The same criticism appears in another decision: in Number 886 K/Pdt/2007, the Supreme Court declared a breach of contract but sentenced damages with the character of potential losses ala PMH, so that the line between the type of violation and the type of damages is blurred (Isman, 2021: 72). In this case, the ambiguity occurred in the opposite direction: the contractual breach was qualified as PMH, and then damages were awarded with broad discretion. On the other hand, the claim for Rp24 billion in profits was rejected because it was not detailed, so the judge applied different standards of proof to two components of the loss that were both unproven.

Analysis: determination of losses and Amdal principles

An Environmental Impact Analysis (EIA) is not a separate law, but is regulated in Articles 22 to 33 of Law Number 32 of 2009 concerning Environmental Protection and Management. Article 22 requires every business and/or activity that has a significant impact on the environment to have an EIA, and the EIA document serves as the basis for determining the EIA. Environmental feasibility decisions (Article 24) and requirements for obtaining environmental permits. Their implementation at the time of the incident is regulated in Government Regulation Number 27 of 2012 concerning Environmental Permits. The regulation's explanation describes the EIA as an instrument for planning preventive measures against environmental pollution and damage. The principle inherent in it is therefore preventative, namely assessing and managing the significant impacts of a business before the activity begins.

In the decision, the determination of damages was not guided by the principles of the Environmental Impact Assessment (EIA). The District Court determined Rp500 million per month based on the principle of propriety after acknowledging the lack of detailed evidence (p. 37), and there was no consideration by the District Court, the High Court, or the Supreme Court that mentioned the EIA or environmental permit as a measure of damages. The only reference related to the environmental impact analysis was the Field Inspection Report of the Environmental Impact Analysis Sub-

Division Team of the Bekasi Regency BPLH dated December 1, 2011 (exhibit T-1), which explained the handling of B3 and non-B3 waste (p. 21). This document appears to be an inspection report, not an EIA document, and was used by the Defendant to show the reason for handing over the waste to the licensed party (p. 32), not to calculate damages.

This is normal, because the Environmental Impact Analysis (EIA) is not a measure of civil damages. The losses in this case are economic losses due to the termination of the agreement, in the form of lost income and profits, and in the copy of the decision there is no evidence of environmental pollution or destruction. Compensation in the environmental sector is regulated separately in Article 87 paragraph (1) of Law Number 32 of 2009, which requires the person responsible for a business that commits an unlawful act in the form of environmental pollution and/or destruction that causes harm to other people or the environment to pay compensation and/or take certain actions. This provision does not apply to this case, because the PMH declared by the court is the cancellation of the agreement, not pollution. The guidelines for determining permanent damages in general civil law, namely Article 1365 of the Civil Code, and if read as a breach of contract, the provisions on costs, losses, and interest in Article 1243 of the Civil Code and so on, plus the judge's authority to determine the appropriate amount.

However, according to the author, the precautionary principle in environmental instruments has indirect relevance. First, environmental compliance was the context in which the Defendant terminated the cooperation, and the decision should have considered whether this step was an attempt to prevent further sanctions after the written warning had already been issued (pp. 8-9). Second, the Plaintiff's losses appear to be calculated as if the entire volume of waste could still be managed, even though the management of B3 waste is subject to environmental permits and inspections, so losses that depend on activities for which permits are not yet complete should be assessed more carefully. The answer to the second problem formulation is therefore that the determination of losses is not guided by the principles of the Environmental Impact Analysis (EIA). and normatively it is not mandatory to be guided by it, but the cautious attitude inherent in environmental instruments is not reflected in the determination of IDR 9.5 billion.

Analysis: limits of cassation examination

The Supreme Court emphasized that cassation does not assess the results of evidence that is appreciative of the facts. This principle explains why the arguments of the authority of the signatory, the alleged conspiracy, and the calculation of compensation did not result in the annulment of the decision: all depended on proof at the judex facti level. However, some of the Defendant's objections actually related to the application of the law, namely the lack of consideration (onvoldoende gemotiveerd) because the High Court only approved the first-instance decision without new considerations (MA, pp. 14-15). This objection was answered with the general conclusion that the judex facti did not err in applying the law, without explaining why the pattern of taking over considerations was considered sufficient.

Comparison and consistency of decisions

All three levels of justice reached the same conclusion. The District Court upheld the PMH and ordered Rp9.5 billion in damages, the High Court upheld the case by

taking over the considerations, and the Supreme Court rejected the appeal. The differences lie in the examination function: facts and evidence at the first instance, re-examination of the case at the appellate level, and application of the law at the cassation level.

Table 1 Summarizes The Positions Of The Three Courts.

Level	Decision Number	Main Considerations	Amar
Bekasi District Court	322/Pdt.G/2012/PN.Bks., 22 May 2013	Exception rejected; 2012 agreement valid; unilateral cancellation does not comply with points 8 and contrary to Article 1338, is qualified as PMH; compensation is based on the principle of propriety.	The lawsuit was partially granted; PMH; compensation of Rp9.5 billion; costs of Rp441,000; the remainder was rejected.
PT Bandung	408/Pdt/2013/PT.Bdg., November 22, 2013	The District Court's considerations were deemed appropriate and correct, approved and taken over.	Appeal accepted; District Court decision upheld; appeal costs Rp. 150,000.
MA	1051 K/Pdt/2014, 12 November 2014	Judex facti is not wrong applying the law; unilateral cancellation is contrary to Article 1338; objection to proof outside the scope of cassation.	The appeal was rejected; the appeal fee is Rp. 500,000.

The three decisions are consistent, so there is no disparity. However, consistent results do not equate to consistent reasoning. The High Court did not provide additional considerations, and the Supreme Court provided a more concise legal basis and did not address objections regarding the signing authority, cumulative claims, and basis for compensation in detail. In a case where the dispute amounts to billions of rupiah and the legal qualifications are disputed, this lack of consideration is noteworthy.

CONCLUSION

The court considered the unilateral cancellation of the hazardous and non-hazardous waste management cooperation agreement as PMH because it was contrary to the binding force of the agreement according to Article 1338 of the Civil Code and did not follow the termination mechanism in point 8 of the agreement. The argument of the signing authority was unsuccessful because the District Court considered that evidence of the Director's authority was only issued after the agreement was made, while the Supreme Court viewed the objection as an evidentiary assessment that was outside the cassation. Compensation of Rp9.5 billion from the Rp60 billion claim was determined based on the principle of propriety without detailed evidence. The decisions of the Bekasi District Court, the Bandung High Court, and the Supreme Court were consistent so there was no disparity.

However, there are three caveats to the reasoning. The PMH qualification can

be supported doctrinally, but the decision does not explain why the breach of the termination clause was not examined as a breach of contract. The determination of damages was not clearly linked to the agreement and the period underlying the loss. The High Court also only considered the first instance considerations without addressing the Appellant's additional evidence.

From the perspective of the object of the agreement, the decision did not examine the adequacy of the beneficiary's hazardous waste management permit for the type of waste agreed upon, even though Article 59 of Law Number 32 of 2009 requires waste producers to hand over management to a licensed party. The court did not explicitly address the conflict between the binding force of the agreement and the public obligations of hazardous waste producers.

Regarding the second problem formulation, the determination of losses is not guided by the principles of the Environmental Impact Analysis (EIA). EIA is regulated in Articles 22 to 33 of Law Number 32 of 2009 as an instrument for preventing environmental impacts and not as a measure of civil compensation, so that losses are determined based on the principle of propriety according to general civil law. Environmental compensation according to Article 87 paragraph (1) does not apply because there is no evidence of environmental pollution or damage in this case.

Suggestion

1. The judge should explain the basis for determining compensation in detail, including the agreement used as the basis, the period and the monthly figure, even if using the principle of fairness.
2. The appellate court should address the objections and additional evidence submitted by the appellant, not just adopt the first level considerations.5.The Company needs to ensure that the procedures for authorizing the signing of the agreement are complied with and terminate the agreement in accordance with the termination clause, including written notification within the agreed timeframe.
3. The B3 waste management agreement should include clauses on the user's obligation to maintain the permit, a notification mechanism for permit deficiencies, and a recovery period before termination, so that the public obligations of waste producers and the binding force of the agreement do not conflict.
4. Further research can compare similar decisions to see the pattern of PMH qualifications and default in unilateral cancellation of cooperation agreements.

REFERENCES

Farnsworth, E. A. (1969). The past of promise: An historical introduction to contract. *Colum. L. Rev.*, *69*, 576.

Hutabarat, S. M. P. (2010). *Penawaran dan Penerimaan dalam Hukum Perjanjian*. Grasindo.

Isman, I. (2021). Kumulasi Gugatan Antara Perbuatan Melawan Hukum Dan Wanprestasi. *Jurnal Yudisial*, *14*(1), 57–78.

Kitab Undang-Undang Hukum Perdata (KUHPerdata).

Mahkamah Agung Republik Indonesia. Putusan Nomor 1051 K/Pdt/2014, tanggal 12 November 2014.

Paramita, K. (2021). Tort Claim under the Ship Time Charter: The Perspective of Indonesian Law. *FIAT JUSTISIA: Jurnal Ilmu Hukum*.

Peraturan Pemerintah Nomor 18 Tahun 1999 jo. Peraturan Pemerintah Nomor 85

Tahun 1999 tentang Pengelolaan Limbah Bahan Berbahaya dan Beracun.
Peraturan Pemerintah Nomor 27 Tahun 2012 tentang Izin Lingkungan.
Pengadilan Negeri Bekasi. Putusan Nomor 322/Pdt.G/2012/PN.Bks., tanggal 22 Mei 2013.
Pengadilan Tinggi Bandung. Putusan Nomor 408/Pdt/2013/PT.Bdg., tanggal 22 November 2013.
Satrio, J., Perikatan, H., & dari Perjanjian, P. Y. L. (1995). Buku I. *Bandung, Citra Aditya Bakti*.
Schrage, E. J. H. (1999). Unjustified Enrichment: Recent Dutch developments from a comparative and historical perspective. *Netherlands International Law Review*, *46*(1), 57–86.
Slamet, S. R. (2013). Tuntutan Ganti Rugi Dalam Perbuatan Melawan Hukum: Suatu Perbandingan Dengan Wanprestasi. *Lex Jurnalica*, *10*(2), 18068.
Undang-Undang Nomor 32 Tahun 2009 tentang Perlindungan dan Pengelolaan Lingkungan Hidup.
Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas.
Usman, N., Tjoanda, M., & Alfons, S. S. (2021). Akibat hukum dari pemutusan kontrak secara sepihak. *Batulis Civil Law Review*, *2*(1), 93–101.