



## Responsibility of PT Antam Tbk. on the Gold Purchase Dispute Against Budi Said (Case Study of the Decision of the Supreme Court Number 1666 K/Pdt/2022)

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**Abstract:** Budi Said, as an individual, entered into a gold sale and purchase agreement with PT. Antam Tbk, which later became a dispute because PT. Antam Tbk failed to fulfill its obligations as per the agreement. The agreement in question was an underhand sale and purchase agreement. The issues to be examined in this case are as follows: first, the considerations of the judges in the Supreme Court decision related to the gold purchase dispute between PT. Antam Tbk and Budi Said; second, the responsibility of PT. Antam Tbk in this dispute based on Supreme Court decision number 1666 K/Pdt/2022; and third, how legal protection is provided to Budi Said regarding the unlawful actions of PT. Antam Tbk. This study employs a normative juridical approach with both a case approach and a statute approach. The data sources include secondary data consisting of primary, secondary, and tertiary legal materials. To analyze the first issue, the theory of legal certainty is applied, while the theory of responsibility is used for the second issue, and the theory of legal protection is used for the third issue. In this case, there is a discrepancy between the decisions of the lower courts (*judex factie*) and the Supreme Court (*judex juris*), which violates the principle of legal certainty. In Supreme Court decision number 1666 K/Pdt/2022, PT. Antam Tbk was found to have committed an unlawful act by failing to deliver the remaining 1.1 tons of gold from the total of 7 tons agreed upon, a failure that involved the company's employees. PT. Antam Tbk was also held responsible for the losses suffered by Budi Said. Based on this Supreme Court decision, Budi Said received repressive legal protection, which applies after the dispute has occurred and is in the form of sanctions or compensation.

**Keyword:** Responsibility, Company, and Sale and Purchase Disputes.

### INTRODUCTION

Increasing economic needs in the development of globalization make many individuals do various ways to increase their economic growth. In increasing economic growth can be done in various ways, one of which is investment which is widely done by several people. Investments made by many individuals can be of various types such as land investment and

gold investment. gold investment is also widely done by entrepreneurs. One of them is done by Budi Said or known as “Crazy Rich Surabaya”.

Budi Said is a property entrepreneur from Surabaya, he is also the President Director of the property company PT Tridjaya Kartika Group. This case began when Budi Said was offered by an authorized employee named Eksi Anggraeni (hereinafter referred to as EA) to buy gold at a discount below the actual price, then Budi Said entered into a gold bullion sale and purchase agreement in 2018 weighing 7 tons of gold at a price of Rp. 3,500,000,000,000 (three trillion five hundred billion Rupiah) at PT Aneka Tambang (hereinafter abbreviated as PT Antam Tbk).

The sale and purchase carried out based on the case above is an underhand sale and purchase. That is, the sale and purchase does not use an authentic deed but uses a transaction letter or sale and purchase receipt along with proof of account transfer evidence sent to the name of PT Antam Tbk. which is attached. The sale and purchase is of course based on an agreement between the employees of BELM Surabaya 01 PT Antam Tbk. as the one who sells the gold and Budi Said as the gold buyer, but as the agreement progresses, there have been actions that are detrimental to one of the parties and not in accordance with the agreement.

The first transaction of gold bullion purchases made on March 20, 2018 until September 25, 2018 was received smoothly by Budi Said, but after that the receipt of the gold bullion began to be not smooth. Since September 25, 2018 Budi Said often asked related parties about the remaining gold bars that had not been received. The purchase transaction began on March 20, 2018 until November 12, 2018 and Budi Said should have received a total of more than 7 tons of gold but only received almost 6 tons, so there is still a shortage of 1,136 tons (1 ton 136 kilograms) of Antam gold bars or the equivalent of Rp. 817,465,600,000 (eight hundred seventeen billion four hundred sixty five six hundred thousand Rupiah) in accordance with fluctuations in the value of gold at that time, which Budi Said has not yet received.

Budi Said always contacted and sent written letters to the relevant parties regarding the clarity of the gold purchase, but Budi Said always received replies with various reasons until he did not get a response or answer. On January 20, 2019 Budi Said, who felt aggrieved, reported the incident to the Surabaya District Court and the Surabaya District Court also examined the parties involved in the gold bar purchase and Budi Said won the case with case number 158/PDT.G/2020/PN, where one of the petitions of the lawsuit requested compensation adjusted to fluctuations in the value of gold.

The lawsuit filed by Budi Said did not stop at the District Court, but reached the appeal and cassation levels. Budi Said lost at the appeal level, but based on the results of the decision issued by the Supreme Court, of course the decision is *inkracht* or has permanent legal force. The Supreme Court also ordered PT Antam Tbk. to pay the shortage of 1.1 tons of gold to Budi Said. The result of the verdict that decided PT Antam Tbk. lost the lawsuit, PT Antam Tbk. must carry out the decision of the Supreme Court but this has not been fulfilled until now.

In these decisions there are differences in the results of decisions from the District Court level to the Supreme Court. The difference in decisions can provide injustice and justice for anyone who is on the wronged side.

This research focuses on: 1) How are the Judges' considerations in the Supreme Court's decision in the gold purchase dispute case between PT Antam Tbk and Budi Said? 2) How is the responsibility of PT ANTAM Tbk in the gold purchase dispute against Budi Said based on the case study of the Supreme Court Decision Number 1666 K/Pdt/2022? 3) How is the legal protection of Budi Said in the presence of unlawful acts committed by PT Antam Tbk?.

## METHOD

The research method used in this article is normative juridical. This study uses the literature study method. The problems studied are examined in the relevant literature. The literature collected is the legislation that forms the basis of the company's responsibility for unlawful acts committed by its employees. To support the completeness of the literature review,

books on law and legal theory as well as books that discuss scientific research methodology are also reviewed. This research is descriptive analytical in nature, namely revealing laws and regulations related to legal theories as the object of research which will later be associated with the problems to be studied in scientific work. The type of data and data sources in the research are secondary data obtained from primary legal materials derived from laws and regulations relating to the problem under study, secondary legal materials derived from theories and literature and tertiary legal materials obtained from encyclopedias and etc.

## **RESULTS AND DISCUSSION**

The case of PT Antam Tbk. was appealed after the District Court ruling that required it to give the remaining gold to Budi Said. The Court of Appeal overturned the verdict on the grounds that there were errors in the judge's judgment and allegations of engineering in the gold transaction. However, the Supreme Court granted Budi Said's appeal, overturned the High Court's decision, and upheld the District Court's decision. The Supreme Court considered that even though PT Antam was not guilty in a criminal case related to other parties, unlawful acts were still committed by employees authorized in the transaction. Using the company account and occurring during working hours, the transaction was binding on PT Antam based on Article 1367 of the Civil Code. As such, the Supreme Court found PT Antam liable for the unlawful act of its employees and obliged to hand over the remaining gold or replace it with money according to the value at the time.

### **Consideration of Judges in the Supreme Court Decision on the Gold Purchase Dispute Case Between Pt. Antam Tbk with Budi Said**

Sale and purchase is an agreement between the seller and the buyer who must fulfill their respective obligations according to the initial agreement. Article 1458 of the Civil Code states that a sale and purchase is valid after both parties agree on the goods and price. The seller is obliged to deliver the goods as agreed and ensure that the goods are free from defects or shortcomings, as stated in Article 1474 and Article 1491 of the Civil Code. The seller is also responsible for guaranteeing that the goods sold are not related to other parties and in accordance with the agreement. The case of a sale and purchase dispute that occurred to Budi Said with PT Antam Tbk on March 19, 2018. Budi Said first met with Eksi Anggraeni (EA), a marketing person from the Surabaya Precious Metal Gold Boutique (BELM) of PT Aneka Tambang Tbk (PT Antam Tbk). During this meeting, EA introduced herself and introduced Endang Kumoro (EK), the Head of BELM Surabaya 01, and Misdianto (MD), the Administrative Officer of BELM Surabaya 01. EA offered a discounted gold bar price with the explanation that the normal price of gold bars of PT Antam Tbk is Rp 585,000,000 per kilogram, but they offered a discounted price of Rp 530,000,000 per kilogram for large purchases. EA also emphasized that prices could vary depending on gold availability.

Budi Said then asked about the authenticity of the gold, and the BELM PT Antam Tbk confirmed that the gold was real and legal. After receiving this guarantee, Budi Said decided to make a transaction. The first payment was made on March 20, 2018 by transferring Rp 10,600,000,000 to PT Antam Tbk's account. Payments continued until the last transaction on November 12, 2018 which totaled Rp 25,250,000,000, with total payments reaching Rp 3,595,311,290,500.

Initially, Budi Said received gold bars as agreed between March and September 2018. However, after that, gold deliveries began to be delayed. Although he had paid for 7 tons of gold, only around 6 tons of gold was received, with a shortfall of 1,136 tons yet to be delivered, equivalent to a loss of around IDR 817,465,600,000 based on the fluctuating gold price at the time. Budi Said repeatedly contacted the relevant parties to inquire about the remaining gold that had not been received, but did not get an adequate answer. Based on the delivery certificate, Budi Said was supposed to receive 325 kilograms of gold on November 16, 2018, 200

kilograms on November 23, 2018, and another 200 kilograms on November 30, 2018, but no delivery was received until December 4, 2018.

On December 12 and 17, 2018, Budi Said sent letters to the relevant parties, but only received inadequate replies. On December 20, 2018, Budi Said visited BELM's Surabaya office and found that EA, EK, and MD had been transferred. Feeling aggrieved, he reported to the police and the case was examined by the Surabaya District Court. Budi Said won the lawsuit with case number 158/pdt.G/2020/PN Sby, one of which requested compensation according to fluctuations in the value of gold.

PT Antam Tbk then appealed to the High Court, but the second level court did not agree with the first court's decision. The Court of Appeal considered that there were errors in the judge's consideration and allegations of engineering in the gold purchase due to conspiracy and gratification. The Panel of Appellate Judges overturned the District Court's decision No. 371/PDT/2021/PT Sby. Budi Said filed an Cassation to the Supreme Court with number 1666 K/Pdt/2022, which granted the lawsuit with the consideration of the *Judex Facti*. Despite PT Antam Tbk filed a Judicial Review (PK) with number 554 PK/PDT/2023, the Supreme Court rejected and upheld the decision in favor of Budi Said. The difference in decisions between the District Court and the Court of Appeal was caused by different judges' assessments. The Supreme Court considered the Surabaya High Court to have misapplied the law. The Supreme Court, which considered a number of important aspects, namely:

- 1) Although in the criminal case against several parties, PT Antam was not found guilty, the unlawful act was proven to have been committed by PT Antam employees who had authority in the gold sale and purchase transaction.
- 2) The gold transaction occurred at PT. Antam's office during working hours and involved authorized employees, as well as using PT. Antam's account, which requires PT. Antam to be responsible for the actions of its employees based on Article 1367 of the Civil Code.

The Supreme Court then granted Budi Said's appeal, overturned the High Court's decision, and ruled that the defendants committed tortious acts that harmed Budi Said. PT Antam is responsible for the actions of its employees and is required to hand over the remaining gold that has not been given to Budi Said or replace it with money equivalent to the price of gold at that time.

The differences in the verdicts between the District Court, High Court and Supreme Court are outlined in the table below:

**Table 1. Results Of Decisions District Court, High Court And The Supreme Court**

No	LEVEL OF COURT	RESULT OF DECISIONS
1	District Court	The verdict explained that PT Antam Tbk. must give the remaining gold to the said person weighing 1,136 (one thousand one hundred thirty-six) kilograms, then replaced with money equivalent to the price of gold at the time of the implementation of the verdict.
2	High Court	The Appellate Court judges found evidence of engineering in the gold purchase involving a conspiracy between Budi Said and Eksi Anggraeni. The judges were of the opinion that Budi Said filed the lawsuit to claim his rights were violated, and not to defame him, as alleged. Therefore, the Panel of Appeal Judges overturned the decision of the Court of First Instance and ordered Budi Said to apologize through online media for defaming PT Antam Tbk.
3	Supreme Court	The Supreme Court ruled that the defendants had violated the law and harmed Budi Said because the gold transaction was carried out during working hours at BELM Surabaya 01 office by involving authorized employees. PT Antam Tbk is responsible for the actions of its employees and must hand over the remaining gold that has not been given to Budi Said and pay immaterial compensation.

From the table above, it can be concluded that there are differences in judges' decisions at various court levels, which raises questions about legal certainty in Indonesia. Although certain judicial decisions can create justice, the principle of *summum ius summa iniura* reminds us that the higher the legal certainty, the greater the possibility of injustice. This shows that even though the legal considerations in the judge's decision are appropriate, if only prioritizing legal certainty, what is achieved can only be procedural justice, which has the potential to become injustice for justice seekers. The decision of the Supreme Court that is *inkracht* (legally binding) requires PT Antam Tbk. to carry out the ruling. However, in reality, the implementation of the decision is not in line with expectations, because even though the Supreme Court has set rules, the realization of its implementation has not been properly implemented by PT Antam Tbk. until now.

In the case of Budi Said vs. PT Antam Tbk, the theory of legal certainty is very relevant to assess the attitude of judges in the judicial process which resulted in different decisions between the District Court, High Court, and Supreme Court. Legal certainty is a basic principle in the legal system that prioritizes that each party can rely on decisions made by the court and there is no uncertainty that can harm the parties involved in legal cases. Initially, the decision of the High Court differed from that of the District Court. However, the Supreme Court eventually affirmed the decision in favor of Budi Said on the grounds that the High Court had erred in applying the law. This shows that the Supreme Court is trying to ensure legal certainty by correcting the incorrect application of the law at the previous level.

According to Gustav Radbruch's opinion, legal certainty is one of the main objectives of law (O. Notohamidjojo, 2011). A judge's decision that ensures legal certainty will provide protection for the injured party. In this case, the cassation verdict that has permanent legal force decided that PT Antam Tbk. must hand over the remaining gold that has not been given to Budi Said. The decision provides legal protection to Budi Said as a consumer who should obtain his rights according to the agreement. This protection is repressive, meaning that it is given after the dispute occurs. This legal protection reflects the function of law that provides justice, order, certainty, benefit, and peace. In this case, although there are differences in judgment between the District Court and the High Court, the Supreme Court acted in accordance with legal certainty by enforcing clear norms related to fraud in sale and purchase transactions. While Radbruch's theory of legal certainty teaches that although legal certainty is important, justice must be prioritized in the event of injustice. The Supreme Court corrected the High Court's decision that prioritized legal certainty, by upholding justice for the aggrieved Budi Said. This decision shows that the law must be applied flexibly, taking into account the value of justice, so that PT Antam Tbk. is still obliged to fulfill its responsibilities despite the difference in previous decisions.

Furthermore, Hans Kelsen's theory of legal responsibility is relevant to this situation because Kelsen views law as a system of norms that regulate the actions of individuals and legal entities. In this context, the Supreme Court, as the highest court, is authorized to enforce legal norms and order PT Antam Tbk. to implement its verdict. Kelsen emphasized that the law provides obligations and rights, and regulates accountability for violations that occur. Based on Kelsen's theory, legal responsibility arises from the violation of norms. PT Antam Tbk, as a legal entity, is responsible for unlawful acts committed by its employees, in accordance with the Supreme Court's ruling. However, although there has been a final decision, the implementation of the decision is not in accordance with existing norms. This shows a discrepancy between the established norms (*das sollen*) and the reality on the ground (*das sein*), which causes injustice, in accordance with the principle of *summum ius summa iniura*.



## **Responsibility of Pt. Antam Tbk in the Gold Purchase Dispute Against Budi Said Based on the Study of the Supreme Court Decision Number 1666 K/Pdt/2022**

The legal relationship between PT Antam Tbk, BELM Surabaya 01 employees, and Eksi Anggraeni as a third party can be seen through Employment Law. This relationship involves parties who have rights and obligations that face each other, which are regulated by law and have legal consequences. This relationship is usually based on an agreement that gives rise to rights and obligations.

According to Soeroso, a legal relationship occurs between two or more legal subjects, in which the rights and obligations of each party are interconnected (R. Soeroso, 2011). The three main elements of a legal relationship are the existence of parties who have rights and obligations, the existence of objects related to these rights and obligations, and the relationship between the parties who have rights and those who bear obligations.

The legal responsibility of directors and companies in the context of tort can be linked to the events that occurred at PT Antam Tbk. and BELM Surabaya employees. The Board of Directors of a Limited Liability Company (PT) has a great responsibility for the management of the company, as stipulated in Article 97 of the Company Law (Zaeni Asyhadie and Budi Sutrisno, 2012). The Board of Directors is personally liable for losses arising from negligence or errors in carrying out their duties, with joint and several liability if there is more than one member of the Board of Directors. If it is proven that the loss was not due to the fault of the BOD, they may be released from liability. This liability also applies to unlawful acts committed by employees, which are related to the company, as happened in the case of PT Antam Tbk. and BELM Surabaya 01 employees in the Budi Said case. When the unlawful act when the sale and purchase agreement is not fulfilled, namely the gold that has not been given to Budi Said based on the Supreme Court Decision Number 1666 K/PDT/2022. Based on Article 1367 of the Civil Code, PT Antam Tbk. and BELM Surabaya employees, namely Endang Kumoro, Misdianto, and Eksi Anggraeni, PT Antam Tbk. as an employer is still responsible for losses arising from negligence or errors committed by its employees. Based on Article 1367 of the Civil Code, the company can be held liable for losses caused by the actions of its employees. As such, PT Antam Tbk. is liable for the failure to fulfill the gold sale and purchase agreement with Budi Said, despite the company claiming no direct fault. The relationship between the theory of directors and corporate liability and this case is that although the unlawful act was committed by individuals within the company, the responsibility remains with the corporate body as a larger legal entity, which has the obligation to ensure legal compliance by all its members, including employees.

Responsibility, etymologically, refers to the obligation to bear things or the function of accepting the burden of one's own or another party's actions. Hans Kelsen in his pure legal theory explains that liability is based on fault, which means that a person is responsible for violations committed intentionally to cause harm (Rina Lestari, 2018). In legal relations, the actions of legal subjects will inevitably lead to responsibilities that can be in the form of rights and obligations.

According to the Big Indonesian Dictionary (KBBI), responsibility is an obligation to bear everything that can be blamed or litigated if a problem occurs (Muhammad Yaumi, 2014). In this context, Kelsen's theory of responsibility is divided into several types, namely: (1) Individual responsibility, in which an individual is responsible for his or her own offenses; (2) Collective responsibility, in which individuals are responsible for the offenses of others; (3) Fault-based responsibility, in which individuals are responsible for offenses committed intentionally to harm; and (4) Absolute responsibility, which means that individuals are responsible for offenses without regard to whether the wrongdoing was intentional or not.

In addition, the theory of tort liability is also divided into three categories: first, intentional tort liability, which requires the defendant to commit acts that harm the plaintiff intentionally;

second, negligence tort liability, which is based on moral and legal fault; third, strict liability, which demands responsibility without regard to fault.

In civil law, liability is divided into two, namely fault and risk. In the corporate context, there are three main organs that have legal responsibility: Directors, Commissioners, and the General Meeting of Shareholders. Each organ has its authority and responsibility, which includes the obligation to protect the company's interests and can file a lawsuit if any other organ harms the company.

In this case, if the actions of employees or organs of the company harm other parties, the company (as a legal entity) remains liable (Indriyani Kusumawati, Yeti Sumiyati, 2021). Article 1367 paragraph (3) of the Civil Code corroborates this, stating that the employer is responsible for losses caused by the actions of his subordinates in carrying out work (Purnama Putera, I. G. N. H, 2016). Therefore, PT Antam Tbk. is responsible for unlawful acts committed by its employees (Lili Marlinah, 2019).

Relating Hans Kelsen's theory of responsibility to the PT Antam Tbk. case, there are several relevant principles. Kelsen suggests four types of responsibility: individual, collective, fault-based, and absolute (Hans Kelsen).

- 1) Individual liability, if employees act unlawfully, they are responsible for their actions. However, according to Article 1367 of the Civil Code, PT Antam Tbk. as an employer remains responsible for the actions of employees carried out in the course of their duties.
- 2) Collective liability. Although the fault is committed by the employee, PT Antam Tbk. as a legal entity is responsible for the actions of the employee that harm other parties, because the company has control over the employee.
- 3) Liability based on fault. If employees intentionally or through negligence cause harm, both they and the company can be held liable, as the company is responsible for the actions of employees in the course of duty.
- 4) Absolute liability. PT Antam Tbk. remains liable for losses caused by employees, even if the act was unintentional or the result of negligence.

Overall, PT Antam Tbk. as a legal entity is responsible for the actions of its employees that cause losses, whether due to intentional misconduct, negligence, or without intentional misconduct, in accordance with Kelsen's theory of responsibility and the provisions of Article 1367 of the Civil Code.

### **Legal Protection for Budi Said with the Unlawful Acts Committed by Pt. Antam Tbk**

PT Antam Tbk. was found liable by the Supreme Court for violating the rights of Budi Said, who did not receive gold in accordance with the payments made. PT Antam Tbk. was ordered to compensate Budi Said for material and immaterial losses. This decision was based on evidence that PT Antam Tbk. employees misinformed Budi Said about the discounted price and that the incomplete invoices and power of attorney showed bad faith. The Supreme Court ruled that PT Antam Tbk. must hand over 1.1 tons of gold or money equivalent to the highest price of the gold sale to ensure no further loss to Budi Said. This decision reflects the balance between the responsibility of PT Antam Tbk. and consumer protection.

Sale and purchase transactions create a relationship of mutual need between business actors and consumers (Ridwan Khairandy, 2014). Business actors want to make a profit, while consumers want goods or services that are in accordance with the promises and exchange rates set. Legal protection is very important to provide justice and certainty for both parties in the event of a dispute. Legal protection aims to prevent arbitrary actions and ensure order and human dignity.

Legal protection can be divided into two types: preventive and repressive. Preventive protection serves to prevent disputes by providing an opportunity for interested parties to express opinions or objections before a decision is made. Meanwhile, repressive protection applies after a dispute has arisen, with the aim of resolving the problem and sanctioning the

violation committed. In the case of PT Antam Tbk, the Supreme Court decision is a form of repressive legal protection, where sanctions are given in response to violations that occur, even though the sanctions have not been fully implemented.

According to Law Number 8 Year 1999 on Consumer Protection (UUPK), consumers are entitled to receive compensation, compensation, or replacement if the goods or services received are not in accordance with the agreement (Ahmadi Miru, Sutarman Yodo, 2016). PT Antam Tbk. as a business actor is obliged to provide clear and honest information about the product and provide compensation if there is a discrepancy. Business actors who violate this provision may be subject to criminal charges in accordance with Article 62 of the UUPK (Cindy Aulia Khotimah, Jeumpa Crisan Chairunnisa).

Law No. 8/1999 on Consumer Protection (UUPK) regulates consumer rights, including the right to obtain goods in accordance with the promised exchange rate, the right to clear information, and the right to compensation or redress if the goods are not in accordance with the agreement. Business actors are also required to provide correct information and provide compensation if the goods received by consumers are not suitable. Article 8 of GCPL prohibits business actors from trading goods that are not in accordance with the information provided to consumers.

In the case of PT Antam Tbk, the company's employees have violated this provision by providing false information and not fulfilling the agreement. This is clearly detrimental to Budi Said as a consumer. Legal Protection Theory according to C.S.T Kansil states that legal protection aims to provide a sense of security to the community. Preventive legal protection is carried out to prevent disputes, while repressive legal protection is in the form of sanctions given after a violation occurs. In this case, repressive legal protection has been provided through a Supreme Court decision that obliges PT Antam Tbk. and its employees to be responsible for the losses caused.

Article 1365 of the Civil Code stipulates that perpetrators who violate the law and cause harm to others are obliged to compensate for their actions. Eksi Anggraeni, as an employee of PT Antam Tbk. must also be held responsible for the fraud committed. Budi Said as an aggrieved consumer is entitled to compensation from PT Antam Tbk. for violations that occur, which shows the importance of legal protection for consumers. Business actors are obliged to fulfill their legal obligations to ensure that consumers receive goods or services in accordance with the agreed promises.

## CONCLUSION

Based on the analysis of the dispute case between Budi Said and PT Antam Tbk. as stated in the Surabaya District Court decision which states that PT Antam Tbk. must hand over the remaining gold that has not been given. For the results of the High Court's decision, there are different results in which the ruling reads that Endang Kumoro, Ahmad Purwanto, Misdianto and Eksi Anggraeni have conspired and manipulated the gold sale and purchase transaction, but the Supreme Court Number 1666 K / Pdt / 2022 decided that PT Antam Tbk. has been declared to have committed an unlawful act related to the gold sale and purchase transaction involving the company's employees and PT Antam Tbk. and employees who committed the unlawful act must hand over the remaining gold that has not been given in accordance with what the parties had previously agreed. This is also corroborated by the elements that fulfill the existence of unlawful acts committed by employees of PT Antam Tbk, namely: fault, wrongful act and loss. Judges' decisions at the first court level, appeal and cassation have different verdicts due to different considerations accompanied by evidence that has been reviewed by the Panel of Judges. The verdict of the Supreme Court is the final verdict that has permanent legal force or *inkracht* where the Supreme Court decided that PT Antam Tbk is responsible for the losses suffered by Budi Said, especially because of the involvement of employees in transactions that cause material losses to Budi Said as a consumer.



In accordance with the decision of the Supreme Court Number 1666 K / Pdt / 2022, PT Antam Tbk is also responsible for unlawful acts committed by employees of PT Antam Tbk in buying and selling gold, because this is strengthened in the article Article 1367 paragraph (3) of the Civil Code also confirms that “Employers and people who appoint other people to represent their affairs are responsible for losses incurred by their servants or subordinates in doing the work for which these people are used”. This clearly shows that employers remain liable for the errors or omissions of their employees as long as the employer is able to prove that they could not have prevented the act.

Article 1365 of the Civil Code states that every act that is unlawful and causes harm to another person, requires the perpetrator who caused the loss to compensate for his mistake. In the Supreme Court Decision Number 1666 K/Pdt/2022, it has been decided that PT Antam Tbk and its employees must be responsible for the loss or shortage of gold that has not been given to Budi Said as promised. the decision of the Surabaya District Court which was strengthened by the Supreme Court Decision in granting Budi Said's lawsuit and stating that PT Antam Tbk. must be responsible for the actions of its employees is very appropriate, because then Budi Said's position as a consumer has received legal protection, but in conducting antam gold sale and purchase transactions that harm Budi Said as a Buyer should get legal protection as a consumer because there is an agreement that binds the parties. The legal protection obtained by the judge's decision is included in the form of Repressive Legal Protection, which means that legal protection is given after a dispute arises and in the form of sanctions against violations committed by PT Antam Tbk. and its employees.

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