JSH
Jurnal Smart Hukum
https://ejournal.ipinternasional.com/index.php/jsh
Open Access Journal
by Inovasi Pratama Internasional. Ltd
Member of Crossref
ISSN. 2961-841X

Authenticity of the Cooperation Agreement Deed between PT Pertamina Patra Niaga and Fuel Distribution Agents

Prasetyo Ramanda[1*)], I Nyoman Putu Budiartha[2], I Wayan Kartika Jaya Utama[3]
[123]Magister Kenotariatan, Fakultas Pascasarjana, Universitas Warmadewa, Denpasar, Indonesia
*Author Correspondence: ramandaprasetyo@gmail.com
DOI: https://doi.org/10.55299/jsh.v5i3.2065
Article history: *Received July 31, 2026: Revised August 23, 2026: Accepted September 11, 2026*

ABSTRACT
The cooperation agreement deed between PT Pertamina Patra Niaga and Fuel Distribution Agents is a legal instrument that intersects the legal regimes governing contracts, notarial practice, and downstream oil and gas business activities. This study aims to analyze the legal force of deeds drafted as standard-form contracts and the legal protection available to the parties in the event of breach of contract. The study employs normative legal research using statutory, conceptual, and limited case approaches. Primary, secondary, and tertiary legal materials were collected through library research and analyzed descriptively, systematically, interpretively, and prescriptively. The findings demonstrate that the legal force of a deed is determined not only by compliance with the formal requirements of an authentic deed and the validity requirements of a contract, but also by the substantive quality of its clauses, the balance of rights and obligations, good faith, and conformity with downstream oil and gas regulations. Preventive protection is provided through verification of the parties' authority, the formulation of clear and proportionate clauses, and the application of notarial prudence, whereas repressive protection may be pursued through specific performance, damages, termination, arbitration, or litigation. The novelty of this study lies in its proposed ideal deed construction, which integrates formal, substantive, and sectoral dimensions.

Keywords: *Authentic deed; Fuel distribution agent; Legal certainty; Legal protection; Standard-form contract*

INTRODUCTION

Article 1(3) of the 1945 Constitution of the Republic of Indonesia affirms that Indonesia is a state governed by law. Consequently, the actions of government authorities, business entities, and members of society must operate within a normative framework that guarantees legal certainty, justice, and usefulness. Within this framework, the law is not merely an instrument of social control; it also serves as a means of structuring complex economic relations. The need for reliable legal instruments is particularly significant in the energy sector because oil and natural gas are strategic resources whose management is directly linked to the mandate of Articles 33(2) and (3) of the 1945 Constitution. Therefore, the distribution of fuel is not solely a commercial activity but also part of energy services and governance that implicates the public interest.

Fuel trading and distribution activities are conducted, among other means, through PT Pertamina Patra Niaga in its capacity as the Commercial and Trading Subholding. Its distribution network is not limited to public fuel stations but also involves Fuel Distribution Agents that serve the industrial, mining, plantation, shipping, and other business sectors. The legal relationship between the company and its agents arises from cooperation agreements governing the scope of distribution, ordering and payment mechanisms, quality standards, occupational safety, supervision, operational risks, duration, force majeure, breach of contract, dispute resolution, and termination of the business relationship. Because the contractual object is a strategic commodity, the agreement lies at the intersection of civil law, notarial law, and downstream oil and gas regulations.

From a civil law perspective, an agreement creates obligations and binds the parties under the principle of pacta sunt servanda. Pursuant to Article 1320 of the Indonesian Civil Code, its validity requires consent, legal capacity, a specific object, and a lawful cause. However, the freedom of contract is not absolute. A contract must be performed in good faith, must not contravene legislation, public order, or morality, and must not become an instrument through which one party dominates the other party. The principle of balance is necessary to prevent the freedom of contract from legitimizing a disproportionate allocation of risk. Kurniawan et al. (2022) regard balance as a fundamental basis for assessing contractual fairness, while Nugraha et al. (2024) emphasize that good faith must operate throughout negotiation, drafting, performance, and termination.

In practice, cooperation agreements between PT Pertamina Patra Niaga and its agents are generally prepared as standard contracts. This model promotes efficiency, procedural uniformity, and effective supervision of numerous partners. However, the efficiency of standardization is accompanied by the risk of unequal bargaining power because prospective agents are often presented with the choice of accepting or rejecting the agreement in its entirety. Utama (2019) demonstrates that the use of a standard format in a notarial agreement does not automatically negate consent; nevertheless, adequate room for negotiation and protection of the weaker party must be ensured. The central issue is therefore not merely whether the agreement has been signed, but whether consent was freely and knowingly given and supported by proportionate clauses.

The use of an authentic deed is intended to strengthen legal certainty and its evidentiary value. Article 1868 of the Indonesian Civil Code requires such a deed to be executed in the form prescribed by law by or before an authorized public official and within that official's territorial jurisdiction. Once these requirements are fulfilled, the deed has conclusive evidentiary force under Article 1870 of the Indonesian Civil Code. However, formal authenticity cannot be equated with the truth and fairness of the entire substance of the contact. A deed may be formally flawless but still contain ambiguous or imbalanced clauses or provisions inconsistent with sector-specific regulations. Pasaribu and Zulfa (2021) show that false identities or inaccurate statements by the appearing parties may affect the deed's legal consequences, while Lubis and Noor (2022) emphasize that negligence in the deed-making process may give rise to liability and diminish its evidentiary quality.

Accordingly, the notary's role is not confined to recording the parties' statements. A notary must verify the identities and authority to act, read the deed aloud, ensure that the appearing parties understand its contents, and refuse to facilitate legal acts that contravene the law. Therefore, the principle of prudence is essential for preventing defective deeds. Anand et al. (2024) demonstrated that notarial prudence still requires clearer operational indicators because the Notary Office Act does not define it comprehensively. Wijaya and Priyono (2024) further explain that notarial professionalism is reflected in legally and ethically compliant deed-drafting services, the provision of legal advice, and preservation of confidentiality. In relation to formal procedures, Putra, Budiartha, and Agung (2025) underscore the need for legal protection and diligence for notarial employees who serve as witnesses to authentic deeds.

Previous studies have generally examined notarial liability, deed preparation prudence, false identities, legal protection for notaries, and the principle of contractual balance as separate issues. For example, Budiono et al. (2023) examine legal protection for notaries in the preparation of authentic deeds, while Sitorus (2022) and Hasibuan (2022) discuss the consequences of default and credit resolution in different contexts. Few studies have integrated deed authenticity, standard-form contracting, and the regulatory characteristics of fuel distribution within a single analytical framework. This gap is significant because the relationship between PT Pertamina Patra Niaga and its agents involves not only private law interests but also the continuity of energy distribution, regulatory supervision, safety, and operational compliance.

The novelty of this study lies in its proposed ideal construction of cooperation agreement deeds through three interrelated dimensions: the formal notarial dimension, substantive contractual dimension, and downstream oil and gas sectoral dimension. These dimensions are used to determine whether a deed provides substantive legal certainty, rather than merely satisfying evidentiary formalities. Against this background, this study first analyzes the legal force of cooperation agreement deeds between PT Pertamina

Patra Niaga and Fuel Distribution Agents that are executed as standard-form contracts and, second, the legal protection available to the parties when either party commits a breach of contract.

RESEARCH METHOD

This study employs normative legal research, which treats th elaw as a system of norms. The analysis focuses on the validity, evidentiary force, and legal protection in cooperation agreement deeds between PT Pertamina Patra Niaga and Fuel Distribution Agents. Surveys, interviews, and field observations were not used as primary data sources. Instead, this study examines legislation, legal principles, legal doctrines, scholarly articles, and other relevant legal materials. The research is both analytical and prescriptive. It is analytical because it connects the various legal regimes governing the research object and prescriptive because it develops arguments concerning the deed structure that should be adopted to ensure legal certainty and protection.

This study applies statutory, conceptual, and limited case approaches. The statutory approach examines the 1945 Constitution, Indonesian Civil Code, Notary Office Act, Oil and Gas Law and its implementing regulations, Limited Liability Company Law, Arbitration and Alternative Dispute Resolution Law, and regulations governing the supply and distribution of fuel. The conceptual approach is used to examine the concepts of authentic deeds, agreements, standard form contracts, notarial authority, legal certainty, legal protection, and legal liability. The case approach is applied on a limited basis to understand the legal consequences of negligence in deed preparation and breaches of relevant contractual relationships without treating any single judgment as the sole object of the study.

Legal materials comprise primary, secondary, and tertiary sources. Primary legal materials include legislation concerning deed authenticity, contract law, notarial offices, corporations, dispute resolution, and downstream oil and gas business activities. Secondary legal materials include legal textbooks, journal articles, research reports, theses, and scholarly doctrines relating to contract law, civil evidence, notarial law, legal protection, and fuel-distribution governance. Tertiary legal materials include dictionaries and supporting sources that ensure terminological accuracy. The materials were collected through library research involving identification, inventory, classification according to the research questions, and verification of validity and relevance.

The analysis was conducted qualitatively in four stages as follows. First, a descriptive analysis was used to map the rules governing contractual validity, authentic deeds, notarial authority, breach of contract, and downstream oil and gas regulation. Second, a systematic analysis connected the Indonesian Civil Code, Notary Office Act, and sector-specific regulations within a single legal system. Third, interpretive analysis employs grammatical, systematic, and teleological interpretations to determine the meaning and purpose of the relevant norms. Fourth, the prescriptive analysis formulated a deed structure that satisfies formal, substantive, and sectoral requirements. This method is consistent with the nature of normative legal research, which seeks to develop legal arguments in response to issues under examination (Marzuki, 2021; Soekanto & Mamudji, 2019).

RESULTS AND DISCUSSION

Construction of the Legal Relationship and the Nature of the Standard-Form Contract

The legal relationship between PT Pertamina Patra Niaga and Fuel Distribution Agents arises from their agreement to distribute fuel subject to specified rights and obligations. The agreement is an innominate contract because the Indonesian Civil Code does not specifically regulate cooperation arrangements with fuel distribution agents. Its enforceability derives from the freedom-of-contract principle under Article 1338 of the Indonesian Civil Code, subject to the requirements of Article 1320 and the prohibition against provisions that contravene the law, public order, morality, or good faith. Because the contractual object is a strategic commodity, the agreement must also comply with licensing requirements, safety standards, quality control, distribution supervision, and technical regulations that govern the downstream oil and gas sector.

The use of a standard-form contract in this relationship is supported by commercial considerations. PT Pertamina Patra Niaga engages with numerous partners and therefore requires uniform procedures for ordering, payment, transportation, storage, reporting, auditing, and enforcement against violations.

Standardization also facilitates risk control and compliance monitoring in the industry. Nevertheless, efficiency does not eliminate the obligation to maintain a contractual balance. A standard-form contract that allocates all risks to the agent, grants an absolute right of termination, or employs unclear clauses may create only the appearance of certainty: the document appears comprehensive, while the legal relationship remains highly susceptible to disputes.

The binding force of a standard-form contract continues to depend on consent that is free from mistakes, coercion, fraud, or abuse of circumstances. The doctrine of abuse of circumstances is particularly relevant when an imbalance in bargaining power is exploited to secure an unreasonable advantage. Mustari (2024) demonstrates that this doctrine has developed in judicial practice as a basis for reviewing or invalidating agreements, although it has not yet been comprehensively codified in the Indonesian Civil Code. Accordingly, a formal choice between acceptance and rejection does not necessarily establish contractual balance if one party lacks adequate information, sufficient time to understand the agreement, or a meaningful opportunity to seek clarification regarding clauses with significant consequences.

A notary is not authorized to replace the parties' commercial judgment but has a professional duty to ensure that their intentions are expressed knowingly and do not contravene the law. In standard-form contracts, legal counseling is particularly important because the party receiving the contractual form must understand the risks associated with payment, guarantees, distribution obligations, safety standards, audits, sanctions and termination. In this context, the notary safeguards the legality of the process and the quality of the drafting, rather than merely authenticating signatures. This approach is consistent with Wijaya and Priyono's (2024) view that professionalism in deed preparation includes legal services and counseling that support the quality of authentic documents.

The nature of this legal relationship reflects the interaction between private and public law. From a private law perspective, a contract creates obligations and governs performance and the consequences of a breach. From a public law perspective, the implementation of cooperation arrangements is constrained by licensing, supervision, trade governance, safety standards, and public interest in the availability of energy. Consequently, parties may not invoke the freedom of contract to circumvent sector-specific duties or transfer responsibilities that mandatory regulations assign to a particular legal subject. Even commercially agreed clauses must be assessed against the mandatory rules. This explains why a deed governing fuel-distribution cooperation requires greater precision than an ordinary commercial contract: its legality depends on simultaneous conformity with contract law, company law, notarial law and downstream oil and gas governance.

This interaction also affects the interpretation of contracts. Where a clause is open to more than one meaning, interpretation cannot rest solely on one party's economic interests; it must also consider the purpose of the cooperation, the parties' conduct, good faith, and the public function of fuel distribution. Clauses concerning supervision, temporary suspension, or termination may be necessary to prevent deviations in quality or distribution of the products. However, such authority must be exercised in accordance with its protective purpose and must not be used to evade payment obligations or other responsibilities. Conversely, an agent's right to proportionate treatment cannot be invoked to resist the audits or safety measures required by regulators. Therefore, contextual interpretation preserves the balance between contractual certainty and compliance with energy sector regulations.

Requirements for Authenticity and the Evidentiary Force of the Deed

A cooperation agreement deed qualifies as an authentic deed when it complies with Article 1868 of the Indonesian Civil Code and the procedures prescribed by the Notary Office Act. Its three basic elements are a legally prescribed form, execution by or before an authorized public official, and execution within the official's territorial jurisdiction. These elements must be complemented by the required deed structure, the presence of the appearing parties, verification of their identities and authority to act, reading and signing of the deed, presence of witnesses, and retention of the original deed. Noncompliance with requirements to which the law attaches specific consequences may reduce the instrument to a private deed or give rise to notarial liability.

The evidentiary force of an authentic deed consists of external, formal, and material dimensions, as discussed below. External evidentiary force means that the instrument is presumed to be authentic on its face until proven otherwise. Formal evidentiary force establishes that the acts recorded in the deed—including the date, identities, place, reading, and signatures—were performed in the presence of the notary. Material evidentiary force means that the parties' recorded statements bind them and their heirs unless rebutted through lawful procedures. These three layers make an authentic deed powerful written evidence, but they do not transform every party's statement into absolute truth. The notary certifies the formal truth of what was stated and done before the notary, while the material truth of the information supplied by the parties remains open to judicial examination.

In transactions involving business entities, the verification of the authority to act is decisive. The deed must identify the entity's legal status, the basis for the signatory's appointment and authority, any required resolution of the corporate organs, and the agent's legal business status. Errors in the clause identifying the parties and their representative capacity may create uncertainty as to who is bound and whether the signatory is authorized to represent the legal entity. Supporting documents must also be examined carefully because false identities or inaccurate information may harm other parties and trigger claims against both the deed and notary (Pasaribu & Zulfa, 2021).

Deed witnesses also perform a formal function by ensuring that the deed-making process complies with statutory requirements. Putra et al. (2025) show that notarial employees who serve as witnesses require legal understanding and protection because their involvement is directly connected to a deed's formal validity. This reinforces the proposition that the quality of a deed depends not only on the wording of its clauses but also on the procedural discipline of every participant in its preparation. If these procedures are neglected, authenticity—originally intended as a form of protection—may itself become a source of legal difficulty.

The consequences of authenticity cannot be separated from the substance of an agreement. Utama (2019) explains that a notarial deed used for a standard-form agreement provides evidentiary and certainty benefits, but the standardized format must still be assessed in light of genuine consent and adequate protection for the parties involved. An authentic deed, therefore, establishes certainty regarding the formation of the legal relationship and the contents declared by the parties; it does not guarantee that every clause is automatically fair. The substance remains subject to review under Articles 1320, 1337, and 1338(3) of the Indonesian Civil Code, the principle of balance, and applicable sector-specific regulations.

Table 1. Dimensions for Assessing the Authenticity of a Cooperation Agreement Deed

Dimension	Key indicators	Legal function	Risk if unmet
Formal notarial dimension	Deed form, notarial authority, identity and authority of appearing parties, reading, signatures, witnesses, and original deed	Ensures authenticity and external and formal evidentiary force	Reduction to a private deed, evidentiary disputes, or notarial liability
Substantive contractual dimension	Free consent, a specific and lawful object and cause, balance, good faith, and clear rights, obligations, risks, and sanctions	Ensures substantive legal certainty and prevents disproportionate clauses	Avoidance, nullity, conflicting interpretations, or abuse of circumstances
Downstream oil and gas sectoral dimension	Licensing, quality standards, safety, distribution supervision, reporting, operational territory, and regulatory compliance	Aligns the contract with the governance of strategic commodities and the public interest	Administrative sanctions, operational suspension, distribution violations, or public loss

Legal Force of Standard-Form Contracts and the Substantive Quality of the Deed

The analysis shows that the legal force of a cooperation agreement is formed by two inseparable layers. The first is the validity of the agreement under Article 1320 of the Indonesian Civil Code. The second is the authenticity of the document under Article 1868 of the Indonesian Civil Code and the Notary Office Act. If the subjective requirements of a contract are not satisfied, the agreement may be voidable; if its objective requirements are not satisfied, it is null and void. Certain violations of deed formalities may diminish their evidentiary status. A deed executed before a notary cannot validate an agreement whose object or cause is unlawful, and a substantively valid agreement does not necessarily acquire the evidentiary force of an authentic deed if the execution procedure is defective.

In a fuel distribution cooperation contract, the contractual object must be specifically defined. At a minimum, the deed should identify the product type, distribution territory, target consumers, allocation and ordering mechanisms, delivery point, quality standards, transportation or storage facilities, and contractual terms. An unclear object makes it difficult to determine the required performance and whether a breach has occurred in the object. The same applies to the identities and authority of the parties involved. The deed should state the legal basis on which the relevant officers of PT Pertamina Patra Niaga and the agent act, the legality of each business entity, and any corporate organ approval required by law or the articles of association. Such clarity is essential to ensure that rights and obligations are imposed on the correct legal subject.

Clauses that define rights and obligations must be reciprocal. In principle, PT Pertamina Patra Niaga is required to provide products in accordance with the agreed-upon quality and supply scheme, conduct guidance and supervision, and perform its other contractual obligations. The agent is required to make payments, preserve product quality, comply with occupational safety standards, distribute products within the authorized territory and for the authorized purposes, and satisfy reporting and regulatory requirements. Balance does not mean that the parties' rights and obligations must be identical, but that they must be proportionate to their functions, capacities, control over risks, and the expected benefits. Kurniawan et al. (2022) emphasize that the principle of balance corrects the exercise of contractual freedom that produces domination or injustice.

Breach-of-contract clauses should avoid overly generalized formulations. The deed should distinguish between complete non-performance, defective performance, delayed performance, and conduct expressly prohibited by the contract. Each type of violation should be linked to procedures for notification, formal demand, cure periods, restrictions or temporary suspensions, damages, and termination. A cure period is important for distinguishing remediable violations from material breaches that endanger distribution, safety, or public interest. This structure prevents the automatic imposition of sanctions without considering the nature and consequences of the violation.

Force majeure clauses must be operationally defined. Events beyond the parties' control—such as disasters, disruptions to the distribution system, government measures, or other circumstances that directly prevent performance—must be distinguished from ordinary commercial difficulties. The deed should regulate notification duties, proof of causation, loss mitigation, suspension of obligations, and termination rights if the event continues beyond a specified period. Ambiguous wording may allow a party that is negligent to avoid liability by improperly invoking force majeure.

Dispute resolution provisions should preferably establish a staged process involving negotiation, mediation, or another form of alternative dispute resolution, arbitration where agreed, and litigation before a designated court. Clear provisions on the forum, governing law, place of proceedings, notification procedures, and legal effects of the decision reduce procedural disputes. Hasibuan (2022) shows that a clear mechanism for resolving defaults provides a basis for protecting both creditors and debtors, while Sitorus (2022) emphasizes that enforcement and recovery procedures must comply with both the contract and applicable law. In the fuel distribution context, the dispute mechanism must still permit immediate measures against violations that threaten safety or involve distribution abuse without depriving the sanctioned party of a fair process.

The substantive quality of a deed ultimately determines whether its evidentiary force can operate effectively. A highly detailed deed that uses contradictory terms, grants unlimited discretion, or fails to regulate how violations are proven may create uncertainty. In contrast, a clear, consistent, and proportionate deed assists judges or arbitrators in identifying the required performance, breach, and its legal consequences. Therefore, the notary's role extends beyond compliance with formal statutory requirements to include maintaining consistency among clauses, explaining key terms, and avoiding language that enables unilateral interpretation.

The distinction between deed authenticity and contractual validity has practical implications for dispute resolution. A party challenging the deed may contest external or formal matters, such as the notary's authority, the presence of the appearing parties, the reading of the deed, or the signatures on it. Simultaneously, a party may challenge the substance of the legal relationship based on defective consent, an unclear object, an unlawful cause, or performance inconsistent with good faith. These two review avenues must not be conflated. A deed whose formal validity is uncontested may still be substantively reviewed, while an agreement that materially satisfies Article 1320 of the Indonesian Civil Code may lose the evidentiary advantages of an authentic deed if the execution procedure is not properly observed. This distinction prevents the mistaken assumption that a notarial seal and signature automatically preclude all further legal scrutiny.

In a standard-form contract, the quality of consent must be assessed based on the process by which the agreement was formed. Relevant indicators include sufficient time to read the contract, explanations of clauses limiting liability, opportunities to seek clarification, notices of policy changes, and documentation showing that the principal consequences were understood. Consent need not involve the negotiation of every clause, but it must demonstrate that the agent understands the legal burdens being accepted. Therefore, notaries should pay particular attention to provisions authorizing unilateral amendments, suspension, withholding of payments, penalties, or unilateral allocation of risk. Where such provisions are genuinely necessary for sound distribution governance, the criteria must be objective, the procedure transparent, and their application reviewable. This approach preserves the efficiency of standard-form contracts without sacrificing their balance and fairness.

Preventive Legal Protection for the Parties

Preventive legal protection is implemented before a dispute arises. In fuel distribution cooperation, such protection begins with screening prospective partners, contract drafting, and deed execution. Verification of the business entity's legality, business identification number, licenses, financial capacity, distribution facilities, occupational safety arrangements, and signatory authority helps ensure that each party entering the contract is both capable and authorized to perform its obligations. The notary must examine the documents underlying the party-identification clause, request clarification where inconsistencies exist, and refuse to execute a deed if the contemplated legal act contravenes the applicable law.

Transparency of information is another form of preventive protection. The agent must be given an adequate opportunity to read and understand the clauses, especially those concerning targets, prices or pricing mechanisms, payment, guarantees, audits, sanctions, termination, and environmental liability. Reading the deed aloud is not a mere ritual; it is a means of confirming that the parties understand its legal consequences. Anand et al. (2024) describe prudence as an open norm that requires operational elaboration. In this study, the elaboration includes verifying identity and authority, explaining risks, examining documentary consistency, recording consent, and refusing clauses that plainly contravene the law.

In standard-form contracts, protection requires mechanisms for clarification and correction. Not every clause must be individually negotiated, but the receiving party must be able to ask questions, request explanations, and raise objections to provisions that impose substantial risks to the receiving party. Clauses permitting unilateral amendments should be limited to objective criteria, advance notice, and reasonable opportunities for adjustment. Termination clauses should define material breaches, warning procedures, cure periods, and consequences for inventory, payments, and continuing obligations. These safeguards prevent standard-form contracts from becoming instruments of arbitrary termination.

Preventive protection for PT Pertamina Patra Niaga is equally important. The deed must require the agent to preserve product quality and provenance, maintain safety, retain transaction records, and distribute products only for their authorized uses. Supervision, audits, access to documents, and corrective measures must be clearly formulated so that the company can protect the integrity of the distribution system. Balance does not require the elimination of supervisory authority; rather, it requires that such authority be exercised based on identifiable indicators, procedures, and verifiable evidence. Therefore, the protection of the agent must remain compatible with public interest and energy sector compliance.

Notarial professionalism and responsibility reinforce these safeguards. Budiono et al. (2023) argue that legal protection in deed preparation is closely connected to compliance with notarial authority and procedures. Wijaya and Priyono (2024) identified legal counseling as an element of professionalism, while Putra et al. (2025) highlighted the importance of formal accuracy and witnesses. Taken together, these views confirm that preventive protection is not produced by a single clause but by an entire deed-making process that is transparent, careful, and legally compliant.

Operationally, preventive protection can be divided into three stages of review. The pre-deed stage includes verification of the business entity's legality, articles of association, composition of corporate organs, powers of attorney where applicable, business licenses, and the identity and authority of signatories. The drafting stage includes examining the consistency of the definitions, objects, scope, obligations, risks, guarantees, sanctions, force majeure, termination, and dispute resolution. The signing stage includes reading and explaining key clauses, recording amendments, obtaining complete signatures, ensuring the presence of witnesses, and retaining the original deeds. This division is important because defects at an early stage often affect the deed as a whole. A review focused only on the final signing cannot adequately correct uncertainties regarding authority or inconsistencies in the contractual object that arose at the outset.

Protection also requires the traceable governance of documents and information. Licenses, corporate approvals, guarantees, facility lists, and evidence of technical compliance must be clearly identified in the deed or its annexes. Material changes during the cooperation period should be made through an agreed-upon mechanism rather than informal communications that are difficult to prove. In fuel distribution relationships, changes in territory, product type, delivery point, safety standards, or pricing mechanisms may alter the parties' risk exposure. Therefore, each change should state its legal basis, effective date, the authority of the person or body making it, and its consequences for existing obligations. Such documentation strengthens the protection of both parties and enables the notary to preserve an audit trail that demonstrates compliance with the duty of prudence.

Repressive Legal Protection and Liability for Breach of Contract

Repressive legal protection is implemented after a violation occurs. Under contract law, a breach may take the form of complete nonperformance, defective performance, delayed performance, or the commission of an act prohibited by the agreement. Determining whether a breach has occurred must begin with the performance expressly required by the contract, as follows. If the standards of quality, quantity, timing, territory, or procedure are unclear, proving the violation becomes difficult. Thus, the effectiveness of repressive protection is largely determined at the preventive stage by formulating concrete and measurable obligations.

As a general rule, a debtor is placed in default through a formal notice of default unless the contract or the nature of the obligation provides that default occurs automatically upon the expiry of a specified time or the occurrence of a particular event. The deed should regulate the form of notice, official addresses, recognized electronic media, response periods, and proof of receipt of the notice. Clear notification rules prevent the breaching party from denying that an opportunity to cure was provided. Where a violation threatens safety, quality, or distribution, the contract may authorize immediate action; however, that action must still be documented, communicated, and capable of justification.

The consequences of a breach may include specific performance, damages, cancellation or termination, transfer of risk, and dispute-resolution costs, as provided by law and contract. Damages must be linked to actual loss, causation, and reasonable limits of liability. A penalty clause must not become a means of obtaining a disproportionate gain. Upon termination, the deed should regulate the settlement of payments, return of documents, cessation of the use of trademarks or facilities, disposition of inventory, and the continuing effect of confidentiality obligations. Clear post-termination provisions are essential to prevent the end of a business relationship from generating new disputes.

Negotiation should be the first stage of dispute resolution because a cooperative relationship may involve substantial economic value and operational interdependence. If negotiations fail, the parties may proceed to mediation or arbitration in accordance with the relevant clause. Arbitration offers a relatively private forum and permits the appointment of decision-makers familiar with commercial disputes; however, it is available only where a valid arbitration agreement exists. Courts remain relevant for disputes outside the scope of an arbitration clause, for specific forms of relief, or in other circumstances prescribed by law. The authentic deed serves as primary evidence of the formation of the legal relationship, the content of the obligations, the notification stages, and the basis for the claim.

Liability may arise not only for the contracting parties. A notary may be held liable if a loss results from a proven breach of official duty or professional negligence, such as failure to comply with mandatory formalities, execution of a deed outside the notary's authority, or disregard of an evident invalidity. However, a notary is not automatically liable for every contractual breach because performance remains the responsibility of the parties involved. Lubis and Noor (2022) emphasized the need to establish a connection between notarial negligence, loss, and the deed's legal consequences. Therefore, liability must distinguish between the parties' contractual failure and professional fault in the deed-making process.

Fair repressive protection must operate in both directions. PT Pertamina Patra Niaga requires a legal basis to suspend or sanction distribution that violates applicable standards, whereas the agent requires the right to challenge the action, obtain supporting evidence, and seek relief where sanctions or termination lack a contractual basis. This balance is particularly important because a standard-form contract tends to confer greater authority to its drafter. Good faith requires that such authority be exercised in accordance with the purpose of the contract, rather than as a means of evading the drafter's own obligations. Nugraha et al. (2024) treat good faith as a standard of conduct throughout the contractual life cycle; accordingly, the exercise of a termination right must also reflect honesty, reasonableness, and proportionality.

The evidentiary force of the deed is more effective when the contract identifies the types of evidence relevant to each obligation. Payment may be proven through agreed transaction documents and bank records; product quality and quantity through delivery records, test results, and measurement logs; distribution compliance through transportation documents, reports, and audits; and notifications through official addresses and media specified in the agreement. These provisions do not exclude other forms of evidence permitted under procedural law, but they reduce uncertainty regarding the basic facts to be established. In disputes involving standard-form contracts, evidentiary clarity prevents a party controlling the administrative system from exploiting information asymmetry to weaken the other party's position. The deed's evidentiary function is therefore strengthened by the governance of performance-related evidence, not merely by the instrument's status when signed.

The choice of remedy must reflect the violation's severity and the cooperation's purpose. A remediable administrative violation should not be treated in the same manner as product misuse, a serious safety breach, or conduct that threatens the continuity of supply. Ideally, the deed should establish graduated responses, comprising clarification, warning, a corrective action plan, limited suspension, performance or substitute performance, damages, and termination. Immediate action may be justified for serious violations, provided that the criteria are clearly defined and the affected party receives notice and an opportunity to explain its position. A graduated structure preserves PT Pertamina Patra Niaga's ability to exercise effective supervision while preventing excessive sanctions against the agents. Thus, repressive protection is directed toward restoring contractual balance rather than merely imposing punishment.

An Ideal Deed Structure: Integration of Formal, Substantive, and Sectoral Dimensions

Based on the foregoing analysis, an ideal cooperation agreement deed cannot be constructed solely by referring to formal indicators of authenticity. It must integrate three dimensions: The first is the formal notarial dimension, which includes the notary's authority, prescribed form, presence and identity of the appearing parties, reading and signing of the deed, witnesses, and retention of the original deed. This dimension secures the provenance and evidentiary force of the instrument. The second is the substantive contractual dimension, which includes contractual validity, balance, good faith, proportionate risk allocation, clearly defined performance, and remedial mechanisms. This dimension ensures that the deed is not only authentic but also capable of being fairly implemented. The third is the sectoral dimension, which aligns contracts with licensing, quality, safety, supervision, and fuel-distribution policies.

The integration of these dimensions produces a more comprehensive form of legal certainty. Formal certainty identifies who executed the deed, when and where it was executed, and the procedures followed. Substantive certainty identifies what must be performed, who bears which risks when a breach occurs, and how rights may be restored. Sectoral certainty determines whether a contractual relationship can lawfully operate within the energy governance framework. Without the sectoral dimension, a contract may be valid under civil law but operationally unlawful because it conflicts with licensing requirements or mandatory standards. Without the substantive dimension, a deed may be authentic but still generate disputes because its clauses are imbalanced. Without the formal dimension, sound substantive provisions lose the expected evidentiary advantages of authentic deeds.

This construction also clarifies the notary's position in the marriage contract. A notary is neither an oil and gas regulator nor a guarantor of commercial success but must understand the sectoral norms that determine the legality of the contractual object and obligations. The notary should ensure that the clauses do not contravene licenses, distribution restrictions, or mandatory standards, verify the parties' authority, explain the consequences of standard clauses, and formulate measurable breach-of-contract mechanisms. This cross-regime understanding enables the deed to function as a preventive instrument, rather than merely as evidence after a dispute has arisen.

The academic contribution of this study lies in treating authenticity as a concept with both formal and substantive dimensions in a sector-specific context. The theory of legal certainty explains the need for clear norms and evidence, the theory of legal protection distinguishes preventive from repressive mechanisms, and the theory of liability explains the consequences of violations. These three theories converge in the deed: procedure establishes authenticity, clauses establish protection, and violations establish liability, as discussed below. Atmaja and Budiartha (2018) emphasize that legal purposes and principles must be understood integrally, so legal certainty cannot be separated from justice and utility.

In practical terms, PT Pertamina Patra Niaga should periodically review its contracts, particularly clauses concerning unilateral amendments, audits, sanctions, cure periods, termination, and dispute resolution. Agents should conduct legal and operational reviews before signing and ensure that they are capable of fulfilling every obligation. Notaries should use a checklist covering business legality, signatory authority, sectoral compliance, consistency among clauses, risk disclosure, and compliance with the deed procedures. The government and regulators may also consider minimum substantive guidelines for fuel distribution cooperation contracts to establish a baseline of protection without eliminating commercial flexibility.

Accordingly, the legal force of a deed should not be measured solely by its potential use as evidence in court. A high-quality deed must guide the parties' conduct throughout the contractual relationship, provide corrective procedures before disputes arise, and establish avenues of relief when violations occur. In this sense, authenticity is substantive: form and procedure remain foundational, but legal certainty is achieved only when the contractual content is clear, balanced, enforceable, and aligned with the public interest in the energy sector.

At the drafting level, an ideal construction may be translated into a sequential clause architecture. The preliminary section should identify the parties, their authority, definitions, purpose, and scope. The performance section should regulate products, territory, ordering, allocation, price or pricing mechanisms, payment, delivery, transfer of risk, facilities, quality standards, safety, and reporting. The supervision section should regulate audits, access to information, corrective measures, data protection, and trade secrets. The risk management section should address guarantees, liability, insurance where relevant, force majeure, changes in circumstances, and regulatory changes. The enforcement section should address breaches, notices, cure periods, graduated sanctions, terminations, post-termination consequences, and dispute resolutions. This sequence allows the parties to consistently understand the relationship among performance, risk, and legal consequences.

This construction is not intended to rigidly standardize every cooperative arrangement. Agents, territories, consumer categories, storage facilities, modes of transportation, and risk levels may differ. Minimum guidelines ensure that commercial differences remain within a common protective framework. Clauses may be adapted, but provisions concerning identity and authority, the contractual object, compliance standards, balanced rights and obligations, amendment mechanisms, breach, and dispute resolution must not be omitted. At this point, Atmaja and Budiartha's (2018) conception of legal certainty is relevant because certainty must be developed through comprehensible norms directed toward justice and utility. The notary's role, as emphasized by Utama (2019), is therefore crucial in translating commercial intentions into a legal form that is valid, comprehensible, and accountable.

The limits of notarial responsibility within this construction must be accurately stated. A notary is responsible for official authority, the correctness of the form, procedural compliance, and professional prudence in identifying apparent legal problems. The notary does not assume the parties' responsibility for the truth of all operational data or the success of the business arrangement. Nevertheless, the notary cannot remain passive when documents, authority, objects, or clauses are plainly inconsistent with the applicable law. In such circumstances, the notary must request clarification, correction, additional documents, or refuse to execute the deed. This proportionate limitation protects notaries from inappropriate liability while preventing the notarial office from being reduced to a purely administrative service.

Regulatory harmonization is an ther implication. Notarial law establishes the formal requirements for deeds, whereas oil and gas regulations focus on licensing, distribution, supervision, and safety. The minimum substantive standard for contracts between fuel-trading business entities and agents remains insufficiently connected. Sectoral guidelines can specify mandatory elements without dictating every commercial decision, including identity and authority, object and territory, quality and safety standards, reporting duties, amendment procedures, graduated sanctions, data protection, termination, and dispute resolution. Such guidelines would enable contract drafters, agents, notaries, regulators, judges, and arbitrators to apply a common point of reference in their work. The result would not be a reduction in the freedom of contract but clearer boundaries within which that freedom can be exercised responsibly in relation to a strategic commodity.

CONCLUSION

A cooperation agreement deed between PT Pertamina Patra Niaga and Fuel Distribution Agents executed as a standard-form contract has the legal force of an authentic deed when it satisfies the validity requirements under Article 1320 of the Indonesian Civil Code, the elements of Article 1868, the evidentiary force prescribed by Article 1870 of the Indonesian Civil Code, and all requirements concerning authority and procedure under the Notary Office Act. Its legal force depends not only on formal compliance but also on clauses that are clear, proportionate, consistent with good faith, and aligned with downstream oil and gas regulations. Legal protection for the parties is provided preventively through verification of legality and authority, risk disclosure, balanced rights and obligations, and carefully structured provisions on force majeure, breach, cure periods, and dispute resolution. Repressive protection may be pursued through specific performance, damage, termination, mediation, arbitration, or litigation. The implications of this study confirm the need for a deed structure that integrates the formal notarial, substantive contractual, and downstream oil and gas sector dimensions. This integration transforms the deed from a mere evidentiary instrument into a governance mechanism that prevents disputes, safeguards energy distribution, and provides effective legal certainty and protection for both parties involved.

REFERENCES

Adjie, H. (2015). Penafsiran tematik hukum notaris Indonesia. Refika Aditama.

Anand, G., Sudirman, S., Darmawan, M. C., & Nugraha, X. (2024). Penerapan asas kehati-hatian notaris dalam menjalankan kewenangannya berdasarkan UU Jabatan Notaris dan Kode Etik Notaris. Negara Hukum: Membangun Hukum untuk Keadilan dan Kesejahteraan, 15(2), 286–307. https://doi.org/10.22212/jnh.v15i2.4399

Atmaja, I. D. G., & Budiartha, I. N. P. (2018). Teori-teori hukum. Setara Press.

Budiono, A., Sugiarto, D. P. A., & Zuhdi, S. (2023). Legal protection for notaries in creating authentic deeds in Indonesia. Journal of Judicial Review, 25(1), 111–124. https://doi.org/10.37253/jjr.v25i1.7612

Hasibuan, S. A. S. (2022). Penyelesaian wanprestasi perjanjian kredit dengan jaminan hak tanggungan. Jurnal Smart Hukum, 1(1), 191–201. https://doi.org/10.55299/jsh.v1i1.149

Kurniawan, F., Nugraha, X., Putra, G. A., Taniady, V., & Jansen, B. (2022). The principle of balance formulation as the basis for the cancellation of agreements in Indonesia. Lex Scientia Law Review, 6(1), 121–156. https://doi.org/10.15294/lesrev.v6i1.55468

Lubis, M. F. R., & Noor, T. (2022). Kelalaian notaris dalam pembuatan akta autentik berdasarkan Putusan Mahkamah Agung R.I. Nomor 2604 K/Pdt/2019. Jurnal Hukum Samudra Keadilan, 17(1), 70–82. https://doi.org/10.33059/jhsk.v17i1.5155

Marzuki, P. M. (2021). Penelitian hukum (edisi revisi). Kencana.

Mustari, K. F. (2024). Abuse of circumstances as a reason for cancellation of agreements in the Indonesian legal system. International Journal of Social Science and Human Research, 7(5), 3286–3292. https://doi.org/10.47191/ijsshr/v7-i05-99

Nugraha, A. M., Fadil, F. D., Khumairoh, T., Dikrurahman, D., & Permana, D. Y. (2024). Implementation of good faith principles in trade contracts in Indonesia. Journal of Social Research, 3(9), 1–7. https://doi.org/10.55324/josr.v3i9.2201

Pasaribu, P., & Zulfa, E. A. (2021). Akibat hukum identitas palsu dalam akta perjanjian kredit yang melibatkan pihak ketiga pemberi jaminan. Jurnal USM Law Review, 4(2), 535–546. https://doi.org/10.26623/julr.v4i2.4050

Putra, I. B. G. W., Budiartha, I. N. P., & Agung, A. A. I. (2025). Perlindungan hukum terhadap karyawan notaris yang menjadi saksi akta autentik. Jurnal Preferensi Hukum, 6(2), 190–195. https://doi.org/10.22225/jph.6.2.2025.190-195

Salim H. S. (2021). Hukum kontrak: Teori dan teknik penyusunan kontrak. Sinar Grafika.

Sitorus, S. S. B. (2022). Analisis yuridis lelang penjualan barang jaminan akibat debitur wanprestasi dalam perjanjian kredit. Jurnal Smart Hukum, 1(1), 119–128. https://doi.org/10.55299/jsh.v1i1.142

Soekanto, S., & Mamudji, S. (2019). Penelitian hukum normatif: Suatu tinjauan singkat. Rajawali Pers.

Subekti. (2014). Hukum perjanjian. Intermasa.

Utama, I. W. K. J. (2019). Tanggung gugat notaris selaku pejabat umum dalam pembuatan perjanjian kredit perbankan. DiH: Jurnal Ilmu Hukum, 15(1), 9–19. https://doi.org/10.30996/dih.v15i1.2261

Wijaya, T. F. M., & Priyono, E. A. (2024). The application of the principle of professionalism by notaries in preparing authentic deeds. Lex Renaissance, 9(2), 229–255. https://doi.org/10.20885/JLR.vol9.iss2.art1

Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.

Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek).

Undang-Undang Republik Indonesia Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa.

Undang-Undang Republik Indonesia Nomor 22 Tahun 2001 tentang Minyak dan Gas Bumi beserta perubahannya.

Undang-Undang Republik Indonesia Nomor 40 Tahun 2007 tentang Perseroan Terbatas beserta perubahannya.

Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris.

Peraturan Presiden Republik Indonesia Nomor 191 Tahun 2014 tentang Penyediaan, Pendistribusian, dan Harga Jual Eceran Bahan Bakar Minyak beserta perubahannya.

Peraturan Menteri Energi dan Sumber Daya Mineral Republik Indonesia Nomor 13 Tahun 2018 tentang Kegiatan Penyaluran Bahan Bakar Minyak, Bahan Bakar Gas, dan Liquefied Petroleum Gas.