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Juridical Review Of Money Lending Agreements Declared Void By Law

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ABSTRACT

This study aims to determine whether the decision of the West Jakarta District Court Judge who decided on the Loan Agreement between Nine AM Ltd. with PT. Bangun Karya Pratama Lestari is null and void in accordance with the law of agreement or not and to find out the juridical implications of the West Jakarta District Court Decision in Case No. 451/Pdt.G/2012/PN.Jkt.Bar regarding the cancellation of the loan agreement. This study uses a normative legal research type using a statute approach and a case approach. The results of this study are 1) The decision of the West Jakarta District Court is in accordance with the law of the agreement that the agreement is null and void. This is because the Loan Agreement has violated the provisions of Article 1320 of the Civil Code, namely the non-fulfillment of the element of a lawful cause and contrary to Article 31 of the Language Law and Article 1339 of the Civil Code which stipulates that an agreement is not only bound to what is expressly agreed. in the agreement, but also bound by propriety, custom, and law. 2) The juridical implication of the decision is that any agreement that is not made in accordance with the provisions of Article 31 of the Language Law will be declared null and void/the agreement is deemed to have never existed and the parties are returned to their original condition. Likewise, any accompanying agreement (accessoir) will also be declared null and void, even though the agreement is made in the presence of an authorized official.

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INTRODUCTION

Covenant law in business practice is present as an aspect that is growing very rapidly throughout the world, to meet the needs of human transactions. However, along with the development of contract law in business practice, sometimes actors cannot act only based on the provisions in Book III of the Civil Code concerning Engagements.[1]. This development occurred partly because Article 1338 of the Civil Code regulates the principle or principle of freedom to make promises. As it is known that Book III of the Civil Code adheres to an open understanding or, because the parties are free to determine the contents of the agreement and to which legal system the agreement will be subject to, regarding the matters agreed upon, the method of implementation of the agreement and the mechanism to be taken if problems occur in the future related to the agreement. agreement that has been made. However, the freedom given, of course, must not conflict with norms and laws, thus negating the principles of honesty, decency, justice, and legal certainty.[2] .

Agreements that are closely related to business activities, have a high level of complexity, which often end up in court, such as business agreements made by the parties on the basis of freedom of contract, then their contents are denied and the cancellation of the agreement is requested to the court.[3], [4]. This denial is, of course, built by such arguments by the plaintiff who

feels that his interests have been harmed. In fact, it is not uncommon for one of the parties to the agreement to ask the judge to declare that the agreement is null and void[5].

Therefore, law enforcers in this case, especially judges, are required to be able to improve their scientific capabilities and competencies in order to be able to handle cases that have a high level of difficulty, involving the legal system and litigants from various countries. This is related to the image of Indonesia's law enforcement in the eyes of foreigners for the better. If the judges have the correct, good and broad understanding of the matter or the decision being handled in the case, it can certainly have a positive impact on Indonesian society in the global arena, and even become a role model in law enforcement. In addition, the feedback received by foreign parties (individually and corporately) will be good,[6].

Regarding how the judge as law enforcer should decide a case as the author has reviewed above, this can be seen in the agreement as stated in the West Jakarta District Court Decision Number 451/Pdt.G/2012/PN.Jkt.Bar , related to the loan agreement (Loan Agreement) in this case involving PT. Bangun Karya Pratama Lestari (Plaintiff) is domiciled in West Jakarta, Indonesia and Nine AM Ltd. (Defendant) is domiciled in the State of Texas, United States of America. Whereas based on the Loan Agreement dated April 23, 2010 made between the Plaintiff and the Defendant and based on the Loan Agreement which has been translated into Indonesian by an official and sworn translator. The Plaintiff has obtained a loan from the Defendant amounting to USD 4,422,[3]).

After running for two years, PT. Bangun Karya Pratama Lestari (Plaintiff) filed a lawsuit because according to him the agreement did not meet the formal requirements. The agreement is considered to violate Article 31 paragraph (1) of Law Number 24 of 2009 concerning the Flag, Language and Emblem of the State and the National Anthem (hereinafter referred to as the Language Law). The reason is, the contract is made only in English, without any Indonesian[7]. In fact, Article 31 paragraph (1) of the Language Law4 has clearly stipulates that the language that must be used in a memorandum of understanding or agreement involving state institutions, government agencies, private institutions, or individual Indonesian citizens is Indonesian. PT. Bangun Karya Pratama Lestari (Plaintiff) asked the court to declare the contract null and void or at least declared not to have binding force. The Panel of Judges in its decision granted the Plaintiff's claim in its entirety, stating that the Loan Agreement dated 23 April 2010 was made by and between the Plaintiffs with the Defendant is null and void, because the agreement is indeed contrary to Article 31 paragraph (1) of the Language Law. The regulation expressly stipulates that Indonesian is the language that must be used in an agreement. The Panel of Judges also stated that the Deed of Fiduciary Guarantee Agreement on objects dated 27 April 2010 Number 33 which was not an essential agreement (Accesoir) of the Loan Agreement dated 23 April which was also null and void, and ordered the Plaintiff to return the remaining money from the loan that had not been delivered. returned to the Defendant in the amount of USD.115,540 (one hundred and fifteen five hundred and forty United States Dollars).

METHOD

Types of research

This research uses a normative research method, namely legal research that puts the law as a system of norms.51 The system of norms in question is about the principles, norms, rules, from legislation and court decisions. With the understanding of research conducted by analyzing the

substance of the legislation on the subject matter. In this case, the writer will analyze the agreement which is null and void as stipulated in Book III of the Civil Code concerning Engagement, Law Number 24 of 2009 concerning the Flag, Language and Emblem of the State, as well as the National Anthem, as well as Law Number 2 of 2009 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary with a study of normative content[7], [8].

Research Approach

The approach used in writing this research is adjusted to the type of research the author takes. Therefore, the approach used includes a statutory approach and a case approach.

1. The statutory approach is carried out by reviewing the laws and regulations that are relevant to the legal issues being handled.
2. The case approach is carried out by examining cases related to the issues being faced and which have become decisions that have permanent legal force. In this approach the author will examine the case of cancellation of the agreement in the Decision of the West Jakarta District Court Number 452/Pdt.G/2012/PN.Jkt.Bar.

Legal Material

The legal materials used for normative research purposes in this study are:

1. Primary legal materials are legal materials that bind or make people obey the law such as statutory regulations and judge decisions. The primary legal material that the author uses in this writing is book III of the Civil Code concerning Engagement, Law Number 24 of 2009 concerning the State Flag, Language, and Emblem, as well as the National Anthem, Law Number 30 of 2004 concerning the Position of Notary in conjunction with Law No. -Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, as well as Law Number 12 of 2011 concerning the Establishment of Legislation, and West Jakarta District Court Decision Number 451/Pdt.G/2012/ PN.Jkt.Bar[9], [10].
2. Secondary Legal Materials, namely legal materials that are not binding but explain primary legal materials which are the result of processed opinions or thoughts of experts or experts who study a particular field in particular which will provide clues as to where the researcher will lead. What is meant by secondary legal materials in this case are doctrines obtained from books related to contract law, the internet, and other readings related to research that are used to support primary legal materials.

Legal Material Analysis

Material analysis uses content analysis with the aim of limiting the findings of library information so that it becomes an organized and structured material and is more meaningful. From the results of the literature findings, it is connected with the existing theoretical basis. In this case, it is material related to contract law. In addition to conducting a content analysis, the authors use descriptive methods to explain, describe, and describe in accordance with the problems that are closely related to this research, and use the comparative method to look for similarities and differences of opinion by experts to be used as a comparison.

RESULT AND DISCUSSION

Conformity of A Quo's Judgment With Covenant Law

Assessing the suitability of the a quo decision with contract law, it is necessary to first explain the problem in question. This is to gain a comprehensive understanding of this matter. because of that understanding can be understood the legal reasons (legal reasons) from the dictum a quo decision. In this case, the plaintiff is a legal entity in the form of a Limited Liability Company established under the laws of the Republic of Indonesia, domiciled in West Jakarta and having its office at Sentra Niaga Puri Indah Blok T 3 number 1, Puri Kembangan, West Jakarta, which has its main business activities. in the field of Heavy Equipment Rental / Rental. While the defendant is a limited partnership company established and based on the laws in force in the state of Texas, United States of America. On April 23, 2010 a Loan Agreement was made by and between PT. Bangun Karya Pratama Lestari as the plaintiff with Nine AM Ltd. as the defendant. The plaintiff has obtained a loan from the defendant in the amount of USD 4,422,000, - (four million two hundred twenty two thousand United States Dollars). Article 2.1 Loan Agreement stipulates that the repayment or repayment of the loan and its interest will be made as follows:

(a) 48 monthly installments of USD 148,500,- (one hundred and forty eight thousand five hundred United States Dollars) per month, of which the first installment must be paid one month after the date of transfer of the loan to the Debtor's account as described in Article 1 above, while the remaining installments will be followed after;
(b) Final interest payment of USD 1,800,000,- (one million eight hundred thousand United States Dollars) which must be paid on the last payment date of the loan installment.

Buku III Chapter XIII of the Civil Code and therefore referred to as the agreement named. In article 1754 of the Civil Code it is determined that: "A loan agreement is an agreement in which one party gives to the other a certain amount of goods that have run out due to use, on the condition that the latter party will return the same amount of and the same situation." Based on the provisions in the agreement, the plaintiff then argued that the agreement was contrary to Article 29 jo. Article 32 and Article 33 of Law Number 42 of 1999 concerning Fiduciary Guarantees. The plaintiff also argued that the agreement was contrary to Presidential Regulation no. 36 of 2010 jo. Law No.[11], [12].

In essence, the plaintiff argues that the contents of the agreement contain provisions that are contrary to the law so that it should be null and void or at least not have binding legal force. This is because the agreement was made using a foreign language which in this case is English, while in Article 31 paragraph (1) of Law Number 24 Year 2009 concerning the Flag, Language, State Emblem, and National Anthem stipulates that: used in memorandums of understanding or agreements involving state institutions, government agencies of the republic of Indonesia, Indonesian private institutions, or individual Indonesian citizens. The defendant further denied that there was not a single provision in the Language Law which stipulates that an agreement that does not use the Indonesian language will result in the agreement being null and void. Article 40 of the Language Law stipulates that: Further provisions regarding the use of the Indonesian language as referred to in Articles 26 to 39 are regulated in a Presidential Regulation. The defendant also based his argument on the Ministry of Law and Human Rights which issued Letter Number M.HH.UM.01.01-35 dated December 28, 2009 regarding the request for clarification on the implications and implementation of the Language Law which essentially contains: Further provisions regarding the use of the Indonesian language as referred to in Article 26 to Article 39 are regulated in a Presidential Regulation. The defendant also based his argument on the Ministry of Law and Human Rights which issued Letter Number M.HH.UM.01.01-35 dated December 28,

2009 regarding the request for clarification on the implications and implementation of the Language Law which essentially contains: Further provisions regarding the use of the Indonesian language as referred to in Article 26 to Article 39 are regulated in a Presidential Regulation. The defendant also based his argument on the Ministry of Law and Human Rights which issued Letter Number M.HH.UM.01.01-35 dated December 28, 2009 regarding the request for clarification on the implications and implementation of the Language Law which essentially contains:

1. The signing of a private commercial agreement in English without an Indonesian version does not violate the requirements of the obligation as stipulated in the Act due to the principle of freedom of contract.
2. The agreement made in the English version remains valid or not null and void or cannot be canceled, because the implementation of Article 31 of the Law is waiting for the issuance of a Presidential Regulation as stipulated in Article 40 of Law Number 24 of 2009.
3. The parties are also free to state that if there is a difference in interpretation of a word, phrase, or sentence in the agreement, the parties are free to choose which language is chosen to interpret the word, phrase, or sentence that gives rise to the said interpretation.

Based on the subject matter above, the panel of judges consisting of Naswandi, Kemal Tampubolon, and Sigit Haryanto, further considered that based on Article 1320 of the Civil Code, the four conditions for a valid agreement were the first condition, "agree to those who bind themselves" and the second condition, " the ability to make an engagement" is a non-essential condition which if these conditions are not met then an agreement can result in cancellation, whereas if the third condition "there is a certain thing" and the fourth condition, "the existence of a lawful cause" is an essential condition, which which if these conditions are not met then the agreement is null and void.

as stipulated in Article 1335 jo. Article 1337 of the Civil Code. Thus, one of the essential requirements of the validity of an agreement as stipulated in Article 1320 of the Civil Code is not fulfilled, so that the Loan Agreement dated signed by the plaintiff and the defendant is null and void. The Loan Agreement dated April 23, 2010 made by and between the plaintiff and the defendant is null and void, so the Deed of Fiduciary Guarantee Agreement on the object dated April 27, 2010 Number 33 which is the Accesoir Agreement of the Loan Agreement dated April 23, 2010 is also declared void For Law's sake. Thus, one of the essential requirements of the validity of an agreement as stipulated in Article 1320 of the Civil Code is not fulfilled, so that the Loan Agreement dated signed by the plaintiff and the defendant is null and void. The Loan Agreement dated April 23, 2010 made by and between the plaintiff and the defendant is null and void, so the Deed of Fiduciary Guarantee Agreement on the object dated April 27, 2010 Number 33 which is the Accesoir Agreement of the Loan Agreement dated April 23, 2010 is also declared void For Law's sake. Thus, one of the essential requirements of the validity of an agreement as stipulated in Article 1320 of the Civil Code is not fulfilled, so that the Loan Agreement dated signed by the plaintiff and the defendant is null and void. The Loan Agreement dated April 23, 2010 made by and between the plaintiff and the defendant is null and void, so the Deed of Fiduciary Guarantee Agreement on the object dated April 27, 2010 Number 33 which is the Accesoir Agreement of the Loan Agreement dated April 23, 2010 is also declared void For Law's sake. therefore the Loan Agreement dated which was signed by the plaintiff and the defendant is null and void. The Loan Agreement dated April 23, 2010 made by and between the plaintiff and the defendant is null and void, so the Deed of Fiduciary Guarantee Agreement on the object dated April 27, 2010 Number

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Based on the above considerations, the Loan Agreement signed between the plaintiff and the defendant has been declared null and void in accordance with what was requested by the plaintiff. The cancellation was determined by the Panel of Judges after reasoning with the objective elements of Article 1320 of the Civil Code that formed the agreement which was ultimately determined not to be fulfilled. The element "there is a lawful cause" means that the contents of the contract do not conflict with the laws and regulations. In the a quo case, the provisions of Article 31 paragraph (1) of the Language Law stipulate that any agreement made by the Indonesian government and/or by an individual Indonesian citizen must use the Indonesian language, is not fulfilled in the agreement between the plaintiff and the defendant made in 2010.

If we examine the principle of freedom of contract contained in Article 1338 paragraph (1) of the Civil Code which adheres to the principle of freedom of contract, clearly Article 1338 paragraph (1) stipulates that: ." According to Subekti, concluding the principle of freedom of contract is by emphasizing the words "all" in front of the words "agreement".56 It is said that Article 1338 paragraph (1) is as if Subekti, Various Agreements, (Alumni, Bandung, 1995), it makes a statement that we are allowed to make any agreement and it will be binding as binding by law. Sutan Remi Sjahdeini concludes the scope of the principle of freedom of contract as follows:

1. Freedom of contract to make or not to enter into an agreement;
2. Freedom of contract to choose the party with whom he wants to enter into an agreement;
3. Freedom of contract to determine or choose the cause of the agreement to be made;
4. Freedom to determine the object of the agreement;
5. Freedom to determine the form of an agreement;
6. Freedom to accept or deviate from the provisions of the law which is optional (anvullend optional).

Based on Article 31 paragraph (2) of the Language Law, every agreement made between the Indonesian government or an individual Indonesian citizen and a foreign party must be made in two languages, the first copy is in Indonesian and the second copy is in the national language of the foreign party and/or the foreign language. English. This provision is intended for every agreement, whether it is an agreement in the field of public or private law made by the Indonesian side, whether it is the government or an individual Indonesian citizen involving a foreign party. That is, every agreement made in Indonesian as well as in a foreign language does not violate the law. The point is that as long as the agreement is made in the Indonesian language, it will not be void. But, if it is not made at all in Indonesian, then it can be declared null and void. The parties in the a quo case consist of PT. Bangun Karya Pratama Lestari as a private legal entity in the form of a limited liability company against Nine AM Ltd. as a limited liability company incorporated in the state of Texas, United States of America. Based on the provisions of Article 31 paragraph (2) of the Language Law, the agreement made between the plaintiff and the defendant should not only be made in Indonesian, but also in English which in this case is the Defendant's national language. Thus the legal relationship that occurs between the plaintiff and the defendant in the contract law is null

and void because it is contrary to Article 31 paragraph (2) of the Language Law. For comparison, it can be seen in Article 33 of the Language Law which stipulates:

(1) Indonesian must be used in official communication in government and private work environments.
(2) For employees in the work environment of government and private institutions who are not yet able to speak Indonesian, they are required to follow or be included in learning to achieve Indonesian language skills.

Juridical Implications of A Quo's Decision Regarding Cancellation of Agreement

Analyzing the legal implications of the Decision of the West Jakarta District Court Number 451/Pdt.G/2012/PN.Jkt.Bar, then first look at the Appeal Decision of the Jakarta High Court Judges, namely the Panel of Judges rejecting the appeal of the Appellant, namely Nine AM Ltd. and upheld the West Jakarta District Court Decision Number 451/Pdt.G/2012/PN.Jkt.Bardan sentenced the defendant's original Appellant to pay court fees arising from both levels of court. In the decision at the appeal level, it upheld the West Jakarta District Court Decision Number 451/Pdt.G/2012/PN.Jkt.Bar. which states that the Loan Agreement dated April 23, 2010 made between the plaintiff and the defendant is null and void and states that the Deed of Fiduciary Guarantee Agreement on Goods dated April 27, 2010 Number 33 which is a follow-up agreement (Accesoir) of the Loan Agreement dated April 23, 2010 is null and void by law and ordered the plaintiff to return the remaining money from the loan which had not been returned to the defendant in the amount of USD 115,540,- (one hundred and fifteen thousand five hundred and forty United States Dollars). The Panel of Judges clearly and unequivocally stated that the Loan Agreement made between Nine AM Ltd. with PT. Bangun Karya Pratama Lestari is null and void by law.

The Appellant argued that the West Jakarta District Court had made a clear mistake in its Decision Number 451/Pdt.G/2012/PN.Jkt.Bar, dated March 21, 2013. In particular, which stated that the Loan Agreement made between Nine AM Ltd. with PT. Bangun Karya Pratama Lestari is null and void by law. The Plaintiff has explicitly acknowledged that based on the Loan Agreement dated April 23, 2010, the Plaintiff has received a loan from the Defendant with a total principal amount of USD 4,422,000 (four million four hundred and twenty two thousand United States Dollars). The plaintiff's objection to the use of English in the loan Agreement is baseless and made up because previously there was a Loan Agreement on November 10, 2006 between the plaintiff and the defendant which also used English. The use of English in the Loan Agreement dated April 23, 2010 was also the result of an agreement between the plaintiff and the defendant. This fact is supported by the absence of any objection from the plaintiff During

processpreparation until the signing of the Loan Agreement, even during the process the plaintiff and the defendant wrote correspondence in English. Regarding the issue of confession, Article 1923 and Article 1925 of the Civil Code regulates the formal requirements in submitting a confession so that it can be said to be valid as evidence, namely that the confession must be presented before a judge in the examination process at trial. Article 1923 of the Civil Code stipulates that:

"Confessions that are put forward against a party, some are given in a court session and some are given outside a court trial." Meanwhile, Article 1925 of the Civil Code stipulates that: A confession given before a judge is perfect evidence against the person who has given it, either alone or through someone who has been given special power to do so. and outside the trial is not valid

and has no value as evidence as regulated in Article 1927 of the Civil Code which stipulates that: "An oral confession given outside a court hearing cannot be used for evidence, except in the case that evidence with witnesses is permitted.

a. binding power, becomes incriminating evidence for the party issuing/conducting the confession.
b. the value of the power of proof is perfect for the party who has made the confession
c. If the confession issued is a pure confession, then the quality of its perfect proof value also includes binding (bindende) and decisive (beslissende) powers.

Legal recognition as evidence cannot be withdrawn, this is regulated in Article 1926 of the Civil Code. This article explains that a confession that has been made before a judge cannot be withdrawn unless it can be proven that the confession was caused by the fault of the confessor. By signing the Loan Agreement, the plaintiff must be deemed to know and understand and accept the contents of the Loan Agreement and thus the provisions of the agreement are valid and binding on the plaintiff, even though the agreement is made in English. By signing the Loan Agreement, the plaintiff has agreed and accepted all the terms and conditions of the agreement, including the provisions regarding the amount of interest, Thus, the plaintiff is obliged to pay the principal and interest debt as well as other payment obligations specified in the agreement. However, the decisions of the District Court and High Court did not provide legal considerations regarding the legal relationship mentioned above. The judges of the district court and the high court only immediately determined that the main issue in dispute was the legality of the Loan Agreement related to the law of the agreement. According to the author, this is not appropriate, because the Loan Agreement cannot stand alone, but there are a series of other legal relationships that are bound to each other. However, the decisions of the District Court and High Court did not provide legal considerations regarding the legal relationship mentioned above. The judges of the district court and the high court only immediately determined that the main issue in dispute was the legality of the Loan Agreement related to the law of the agreement. According to the author, this is not appropriate, because the Loan Agreement cannot stand alone, but there are a series of other legal relationships that are bound to each other. However, the decisions of the District Court and High Court did not provide legal considerations regarding the legal relationship mentioned above. The judges of the district court and the high court only immediately determined that the main issue in dispute was the legality of the Loan Agreement related to the law of the agreement. According to the author, this is not appropriate, because the Loan Agreement cannot stand alone, but there are a series of other legal relationships that are bound to each other.

As argued by the defendant, the making of the Loan Agreement was based on a negotiation process between the two parties. In the negotiation process, of course, the plaintiff and the defendant have understood that they have agreed to use a foreign language in making the agreement. although the provisions of laws and regulations, in this context the Language Law, requires the agreement to be made in two copies, namely a copy of a foreign language and a copy of the Indonesian language. Prior to the payment in September 2011, there was no dispute between the plaintiff and the defendant. The parties continue to carry out the agreement. However, after the payment on September 30, 2011, the plaintiffs have never again paid their obligations.

Based on this chronology, it can be explained simply that the plaintiff does not intend to settle its payment obligations, but to avoid a default lawsuit, the plaintiff makes the provisions of the Language Law as the legal basis. for ask a Assembly Judge The District Court

declared the agreement null and void. The defendant's argument that the same agreement had occurred in 2006 was inaccurate because at that time the Language Law had not yet been enacted.It is true that in terms of agreement law, the Loan Agreement between the plaintiff and the defendant is normatively contrary to the Language Law so that it must be declared null and void, but on the other hand the plaintiff in filing his lawsuit is based on bad faith. Although faced with such facts, the Panel of Judges only considered the normative juridical aspect of the Loan Agreement, based on these considerations it was declared that the agreement was null and void.

The juridical implication of the decision is that even though there is bad faith in carrying out the agreement, as long as the agreement basically violates the objective requirements in Article 1320 of the Civil Code, the agreement can be requested to be declared null and void. Whereas the existence of good faith is a substantial thing that underlies the making and implementation of the agreement. Good faith is an element contained in the parties implementing the agreement, so that even though the agreement has objectively complied with the provisions of Article 1320 of the Civil Code, its implementation still depends on the good faith of the parties in the agreement. Based on this, apart from being declared null and void, the Panel of Judges also saw and considered the element of good faith from the plaintiff and the defendant. Because every agreement must be carried out in good faith as stipulated in Article 1338 of the Civil Code. By declaring an agreement null and void, the legal positions of the parties must be returned to their original state, as if the agreement never existed. If you pay close attention, this doctrine teaches that if an agreement is decided null and void, then the logical consequence is that no party should be harmed, "return to its original state" means that the legal situation in question is considered by law to have never happened so that neither party was harmed. as a result of all circumstances. But the consequences of returning to the original state for investors or businesses will be detrimental both in terms of time and finance, in terms of finance, of course, entrepreneurs and investors, both domestic and foreign, certainly cannot return their finances in full. This is because the non-refundable licensing fees for the bureaucracy in Indonesia will certainly be detrimental so that it will reduce the sense of security and comfort as well as the loss of confidence of foreign investors in doing business in Indonesia.[3], [8].

CONCLUSION

The decision of the West Jakarta District Court is in accordance with the law of the agreement that the agreement is null and void. This is because the Loan Agreement has violated the provisions of Article 1320 of the Civil Code, namely the non-fulfillment of the element of a lawful cause and contrary to Article 31 of the Language Law and Article 1339 of the Civil Code which stipulates that an agreement is not only bound to what is expressly agreed. in the agreement, but also bound by propriety, custom, and law. The juridical implication of the decision is that any agreement that is not made in accordance with the provisions of Article 31 of the Language Law will be declared null and void/the agreement is deemed to have never existed and the parties are returned to their original condition.

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