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Analysis of Goods Transportation Disputes: Cibinong District Court Decision Study

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ABSTRACT. International trade is inherently linked to international contracts, including freight forwarding agreements that regulate the rights and obligations of parties in cross-border shipping. In practice, such contracts often lead to disputes, either due to breach of obligations or procedural issues in law enforcement. One example is the Cibinong District Court Decision Number 239/Pdt.G/2020/PN Cbi involving Hakua Trading Co., Ltd. and PT Trinitan Metals and Minerals Tbk. This study examines the dispute by focusing on the legal standing of the parties, the object of the agreement, the role of the Bill of Lading, the application of Incoterms, and the judges' legal considerations. Using a normative legal research method with statutory and case approaches, the study finds that the court did not examine the substance of the dispute due to procedural and jurisdictional issues. Consequently, the claim was declared inadmissible. The decision highlights the importance of clear contractual clauses and the proper determination of jurisdiction in resolving disputes arising from international freight forwarding contracts.

KEYWORDS: International contracts, Freight, bill of lading, Incoterms.

INTRODUCTION

International trade constitutes a fundamental pillar of global economic activity, involving not only economic exchanges but also complex legal relationships between parties from different jurisdictions. In this context, international contracts play a crucial role as legal instruments that ensure certainty, regulate rights and obligations, and minimize the risk of cross-border disputes.

One of the key instruments in international trade is the freight contract, which governs the transportation of goods primarily via maritime routes from one country to another. This contract defines the responsibilities of the parties involved, including exporters, importers, and carriers, and is supported by essential documents such as the Bill of Lading, which functions as proof of shipment, ownership, and the existence of a transportation agreement. In addition, international trade commonly refers to Incoterms, which establish standardized rules on the allocation of costs, risks, and responsibilities between contracting parties.

However, in practice, the implementation of international freight contracts often gives rise to disputes due to delays, damaged or lost goods, and differing interpretations of contractual provisions, including Incoterms. Such disputes may require resolution through judicial or alternative dispute resolution mechanisms. This issue is reflected in Indonesian judicial practice, particularly in the Cibinong District Court Decision Number 239/Pdt.G/2020/PN Cbi, involving a dispute between Hakua Trading Co., Ltd. and PT Trinitan Metals and Minerals Tbk. arising from an international trade agreement concerning the shipment of goods.

The case demonstrates that disputes in international trade are not only substantive in nature but also closely related to procedural aspects and judicial authority. Notably, the court declared the claim inadmissible, thereby leaving the substantive issues unresolved. This highlights the importance of procedural compliance and jurisdiction in adjudicating international contract disputes.

Based on this context, this study aims to analyze the legal aspects of goods transportation disputes in international trade contracts, particularly focusing on the status of the parties, contractual objects, transport documents, the application of Incoterms, and issues of court jurisdiction. This research is expected to contribute both theoretically and practically to the development of international trade and carriage of goods law.

RESEARCH METHOD

This study employs a normative legal research method using statutory and case approaches, focusing on Decision Number 239/Pdt.G/2020/PN Cbi (Ahmad, A, Fachrurrazy, M, et. al, 2024). The research utilizes primary, secondary, and tertiary legal materials obtained through literature review, consistent with qualitative research principles (Degdo Suprayitno, 2024). The data are analyzed qualitatively using a descriptive-analytical approach to examine the legal relationship of the parties, the position of the contract object, the function of the Bill of Lading, the application of Incoterms, and issues of court jurisdiction in international freight disputes.

INTRODUCTION

Legal Relationship Between the Parties in the International Freight Contract.

The legal relationship between the parties in Decision Number 239/Pdt.G/2020/PN Cbi arises from an international sales and transportation agreement involving Hakua Trading Co., Ltd. as a foreign entity and PT Trinitan Metals and Minerals Tbk. as a national entity. This relationship falls within civil law and is based on the principle of freedom of contract, which allows parties to determine contractual terms as long as they comply with law, public order, and morality.

In international trade, this principle provides flexibility to accommodate differences in legal systems and commercial practices. The parties are bound in a reciprocal relationship requiring the performance of obligations in good faith. This relationship is further strengthened by transportation documents, particularly the Bill of Lading, which serves as evidence of the transport contract, receipt of goods, and proof of control or ownership.

Additionally, the legal relationship is influenced by the application of Incoterms, which regulate the allocation of risks, costs, and responsibilities between the parties. The transfer of risk occurs according to the agreed Incoterms, making their proper selection and interpretation essential in preventing disputes.

However, in the *a quo* case, the court did not examine the substantive legal relationship due to procedural and jurisdictional issues. The Cibinong District Court declared the claim inadmissible, resulting in the absence of judicial assessment regarding the alleged breach of contract. This demonstrates that procedural aspects and jurisdiction

play a decisive role in resolving international disputes (Mahkamah Agung Republik Indonesia 2020)

Thus, although the legal relationship is normatively valid, legal certainty may not always be achieved through litigation. Jurisdictional limitations can hinder substantive examination, creating uncertainty for the parties. This highlights the importance of clear jurisdiction clauses and forum selection in international contracts.

More broadly, international trade aims not only at economic gain but also at ensuring legal certainty and fairness. The development of global trade frameworks, particularly after the establishment of the World Trade Organization (WTO), has further influenced international contractual relations by limiting absolute state sovereignty and strengthening legal obligations among states (Sarpini et al., 2024).

In practice, the transportation of goods involves various risks, including loss, damage, and delivery failure, making contractual regulation essential (Octavianus 2020). Legal issues also arise concerning the use of transport documents, especially the Bill of Lading, including its electronic form in modern transactions. Furthermore, differing interpretations of Incoterms such as FOB, CIF, and CFR often create ambiguity and potential disputes in international trade contracts (Adri Wijaya 2022).

Contract Object, Ports, and the Role of the Bill of Lading in Freight Dispute

A cooperation agreement between companies is essentially a legal instrument that governs the relationship between the parties in conducting a joint business activity. The agreement contains binding terms and conditions, including the division of rights and obligations of each party during the cooperation period. Furthermore, cooperation agreements typically include certain prohibitions that must be adhered to in order to maintain a balance between the parties' interests. Thus, the agreement serves as both a legal guideline and a control tool in the implementation of the cooperation relationship.

The Civil Code does not regulate the form and content of cooperation agreements in detail or specifically. Civil law provisions only provide a general framework that serves as the basis for forming agreements. Therefore, the validity of a cooperation agreement depends heavily on the agreement of the parties. This aligns with Article 1338 of the Civil Code, which stipulates that every legally concluded agreement applies as law to those who make it.

The principle of freedom of contract, as stipulated in Article 1338 of the Civil Code, provides ample scope for the parties to determine the content of the agreement. This freedom includes determining the object of the agreement, the form of performance, the implementation mechanism, and even provisions regarding dispute resolution. However, this freedom is not absolute, as it is limited by statutory regulations, moral values, and public order. With these limitations, the law seeks to ensure that the agreement does not become a means to harm either party.

When drafting contracts between companies, both nationally and internationally, a foundation based on fundamental contract law principles is essential. These principles include consensualism, good faith, and balance. Including specific clauses is crucial to anticipate potential future risks. Contracts drafted without considering these principles have the potential to create legal uncertainty in their implementation.

In practice, the implementation of cooperation agreements does not always proceed as agreed. It is not uncommon to encounter situations where one party fails to fulfil its obligations as stipulated in the agreement. This condition is known as breach of contract or a broken promise. A breach of contract is essentially a violation of an obligation that can result in legal consequences for the negligent party.

In principle, a contract or agreement will end when all obligations of the parties have been fully fulfilled. The fulfilment of these obligations reflects the fulfilment of the obligations within a binding relationship. Performance is the core of the agreement because it is the primary goal sought by the parties. Once performance has been achieved, the legal relationship arising from the agreement is considered complete.

Article 1234 of the Civil Code stipulates that performance in an agreement can take the form of an obligation to provide something, perform an act, or refrain from performing a particular act. This provision demonstrates that the scope of performance in an agreement is very broad and can be tailored to the needs of the parties. In the context of cooperation and freight agreements, performance generally relates to the delivery of goods, transportation to the destination, and fulfilment of accompanying administrative obligations. Failure to fulfill any of these forms of performance can be the basis for a dispute. (Gerungan et al., 2020).

In relation to the international freight dispute in Decision Number 239/Pdt.G/2020/PN Cbi, the discussion of the status of the contract object is crucial. Furthermore, determining the port of loading and unloading has significant legal implications for the fulfillment of the parties' obligations. Document Function Bill of Lading It is also inseparable from dispute analysis, as these documents serve as the primary evidence in freight transport relations. Therefore, these elements need to be analyzed systematically and comprehensively to assess contract implementation and legal liability arising from cross-border freight disputes.

Position of the Object of the Contract in International Freight Disputes

The object of the contract in international freight disputes is generally the goods being sold and transported across national borders. These goods are previously agreed upon in an international sales agreement and then executed through a freight agreement. The existence of the object of the contract is a key element because without a clear object, the legal relationship between the parties cannot be effectively implemented. Therefore, clarity regarding the type, quantity, and condition of the goods is a crucial aspect of international freight contracts.

From a civil law perspective, the object of a contract must meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. One of these requirements is the existence of a specific, or at least definable, object of the agreement. This provision aims to provide legal certainty regarding the parties' obligations. If the object of the contract is unclear, the agreement has the potential to give rise to disputes due to the difficulty of determining whether obligations have been fulfilled.

In this regard, a legal instrument is needed to serve as a basis for implementing cooperative relationships between the parties. This legal instrument is manifested in the form of an international trade contract or international business contract. This contract is drafted based on the agreement of the parties and reflects their shared desire to regulate

legal relations arising from cross-border transactions. Thus, the contract serves as a binding guideline for implementing the rights and obligations of the parties during the collaboration. (Koto, 2019)

In the *a quo* case, the object of the contract plays a crucial role as it serves as the basis for determining the rights and obligations of the parties. The object of the contract is directly related to the responsibility for delivery of goods, the transfer of risk, and the possibility of default. However, because the case was not examined to the main dispute stage, the panel of judges did not conduct a substantive assessment of the fulfillment of the object of the contract. As a result, it is legally unclear whether the performance was carried out in accordance with the terms of the agreement or whether a contractual breach occurred.

Conceptually, international trade essentially shares characteristics not significantly different from domestic trade. This activity remains based on a buying and selling relationship arising from an agreement between the seller and the buyer. In the context of international trade, the seller acts as the exporter, while the buyer acts as the importer. The difference lies in the cross-border dimension, which gives rise to more complex legal consequences.

In Indonesia, regulations regarding contract law generally refer to the provisions of the Civil Code, specifically Chapter V, Book III. Furthermore, provisions in the Commercial Code also play a role in regulating certain aspects of trade activities. These two legal instruments serve as the normative basis for assessing the validity and enforceability of sales and purchase agreements. Therefore, even though transactions are international in nature, national law still plays a crucial role in their resolution.

More specific provisions regarding sales and purchase agreements are contained in Articles 1457 to 1540 of the Civil Code. These provisions govern the rights and obligations of the seller and buyer, including the obligation to deliver the goods and pay the price. Furthermore, various other laws and regulations allow the parties to establish additional terms and conditions according to the needs of the transaction. This demonstrates the flexibility of contract law in responding to evolving trade practices.

The parties' freedom to determine the terms and conditions of a contract is a manifestation of the principle of freedom of contract as stipulated in Article 1338 paragraph (1) of the Civil Code. This principle affirms that a legally made agreement applies as law for the parties who make it. With the application of this principle, the parties have the autonomy to regulate their own legal relationships. However, this freedom remains limited by legal provisions, morality, and public order in order to create justice and legal certainty.

One of the important provisions regulated in Incoterms 1990 is the clause *Ex Works* (EXW). This clause confirms that the seller's obligations are deemed fulfilled when the goods are prepared and available for collection by the buyer at the seller's premises. Under the EXW scheme, the means of transport are fully provided by the buyer, so the seller is not obliged to arrange further delivery. Thus, the point of delivery of the goods occurs at the seller's premises, and from that point on, risk of the goods passes to the buyer.

However, Incoterms 1990 also allows the parties to agree on additional arrangements. In certain cases, the seller may undertake an export clearance process to certify the goods as fit for shipment abroad. This agreement must be expressly stated in the contract to avoid any differences in interpretation. However, despite these additional

arrangements, the basic principle of EXW remains that primary responsibility for transportation and risk rests with the buyer.

Every commercial transaction executed under a valid agreement essentially creates a legal relationship between the seller and the buyer. This legal relationship gives rise to rights and obligations that must be fulfilled by each party in accordance with the terms of the contract. These rights and obligations are a direct consequence of the legally binding agreement. Therefore, the implementation of the agreement requires good faith from all parties to achieve the transaction's objectives.

If one party fails to fulfill its obligations as agreed, legal consequences may arise that may be imposed on that party. These legal consequences may include claims for compensation, performance obligations, or other forms of legal liability in accordance with statutory provisions. In the context of international trade, failure to fulfill contractual obligations also has the potential to give rise to cross-border disputes. Therefore, a proper understanding of Incoterms provisions, particularly the EXW clause, is crucial to prevent future disputes. (Wijaya et al., 2022)

As explained previously, a state, as a subject of public law, can also become a party to an international contract by first changing its status to that of a private law subject. With this change in status, the state can enter into civil legal relationships, such as leases and sales agreements in an international context, which are then formalized and legally bound through an international contract. (Desak Putu et al., 2021).

Position of Loading Port and Unloading Port

Ports of loading and unloading hold strategic positions in international freight contracts because they are closely related to determining the point of delivery and the transfer of risk between the seller and the buyer. The designated port of loading indicates the commencement of the transportation obligation, while the designated port of discharge indicates the final destination of the shipment.

The organization of freight transportation by sea fundamentally emphasizes the safety and integrity of the cargo until it reaches its destination. Every item transported must go through a lengthy and structured process before reaching the recipient. This process involves not only the carrier but also various other supporting parties within the port environment. Therefore, maritime transportation is a systemic activity that requires good coordination among the relevant business actors.

In general, the process of transporting goods by sea begins when the goods are received by the shipping company acting as the carrier. Once received, the goods are first arranged and stored in a warehouse at the loading port. Next, the goods are loaded onto the ship in accordance with applicable procedures and safety standards. This stage is crucial because errors in initial handling can impact the condition of the goods during shipping.

Once the loading process is complete, the ship will sail from the loading port to the destination port according to a predetermined route. During the voyage, the carrier is responsible for ensuring the safety of the goods from various risks, such as damage due to weather or maritime accidents. Upon arrival at the destination port, the goods are unloaded from the ship. This unloading process also requires careful attention to ensure the goods remain in good condition.

Goods unloaded from the ship will then be restocked in the unloading port warehouse. This storage is temporary until the goods are delivered to the rightful recipient. The final stage of the transportation process is the delivery of the goods to the recipient in accordance with the valid shipping documents. This entire process demonstrates that transporting goods by sea is a series of interrelated and inseparable activities. (Njatrijani, 2016)

Based on this mechanism, the stevedoring company (SPC) is essentially separate from the shipping company acting as the carrier. This separation has legal consequences in the form of different responsibilities and functions for each party. The shipping company is responsible for the transportation of goods during the voyage. Meanwhile, the SPC is responsible for loading and unloading activities at the port.

In their capacity as carriers, shipping companies play a crucial role in creating utility and increasing the economic value of goods. Transporting goods from one location to another allows them to be traded and utilized more widely. Thus, transportation activities are not merely technical but also have significant economic value. This added value arises because goods become available where they are needed.

On the other hand, PBM functions as one of the important links in the activity of transporting goods by sea. This is emphasized in Article 3 paragraph (1) of the Decree of the Minister of Transportation Number KM.88/AL.305/Phb-85, which states that PBM has the main task of carrying out the transfer of transported goods from and to ships. This provision shows that PBM has a strategic role in ensuring the smooth flow of goods at the port. Without the involvement of PBM, the process of transporting goods by sea cannot run effectively.

The PBM's function places them in charge of ensuring the smooth running of the loading and unloading process at the port. This responsibility includes managing the workforce, using loading and unloading equipment, and overseeing the security of goods. Therefore, the PBM plays a crucial role in maintaining the efficiency and orderliness of port operations. Negligence in carrying out the PBM's duties can potentially lead to delays or damage to goods.

In carrying out its duties, as stipulated in Article 1 paragraph (a) of the Decree of the Minister of Transportation Number KM.88/AL.305/Phb-85, PBM can perform various loading and unloading activities. These activities include stevedoring, cargodoring, and receiving/delivery. Each type of activity has different characteristics and functions in the goods transfer process. Therefore, its implementation must be adjusted to the conditions and type of goods being handled.

Loading and unloading activities by PBM can be conducted through Line I warehouses located within the port area. Furthermore, loading and unloading can be carried out directly from and to land transportation facilities without going through the warehouse storage process. The choice of this method depends on the type of goods, the volume of the cargo, and the logistical needs of the parties involved. This flexibility allows for a more efficient distribution process. (Khayati, 2025).

Based on the types of loading and unloading activities mentioned above, the scope of loading and unloading activities essentially encompasses three main forms of moving goods to and from ships. These three activities cannot be carried out simultaneously. Therefore, clear regulations are required regarding the stages of implementation of each

activity. This regulation aims to prevent overlapping work that could hinder the smooth flow of goods.

Regulations regarding the stages and timing of loading and unloading operations are crucial for maintaining order and efficiency at ports. Without clear regulations, loading and unloading activities have the potential to cause logistical bottlenecks. This situation not only harms business operators but also impacts the broader economy. Therefore, administrative regulations are an integral part of maritime freight transport.

In this regard, the Appendix to Presidential Instruction Number 3 of 1991 concerning the Policy for the Smooth Flow of Goods to Support Economic Activities provides important guidelines for the implementation of loading and unloading activities at ports. This instruction emphasizes the importance of regular and coordinated scheduling between relevant agencies. The goal is to facilitate the flow of goods and reduce distribution barriers. With these regulations, it is hoped that maritime freight transport activities can run effectively and efficiently, and provide legal certainty for all parties involved. The regulations regarding the schedule for carrying out loading and unloading activities at ports are as follows:

- 1) Work Shift I: 08.00-16.00
- 2) Work Shift II: 16.00-24.00
- 3) Work Shift III: 24.00-08.00

The implementation of a shift system for loading and unloading goods at ports reflects government policy to improve operational efficiency and effectiveness. In this context, the Ministry of Transportation plays a role in regulating and overseeing port operations. The shift system is intended to ensure that loading and unloading activities can proceed continuously without time constraints. This allows for optimal utilization of human resources and equipment at the port.

In addition to improving operational efficiency, the implementation of a shift system also aims to provide better service to users of loading and unloading services. Optimal service is expected to reduce waiting times for ships and goods at ports. This has a direct impact on reducing logistics costs for business operators. Therefore, rotating work arrangements are a crucial part of efforts to increase the competitiveness of the port sector.

By improving efficiency, effectiveness, and service quality, loading and unloading activities are expected to run more smoothly. This smooth operation also contributes to maintaining the safety of goods traffic within the port environment. Properly controlling the flow of goods can minimize the risk of cargo accumulation and potential workplace accidents. Therefore, the shift system not only impacts economic aspects but also safety.

The policy of implementing the shift work system aligns with the direction and targets established by the government. This is reflected in the Decree of the Minister of Transportation No. KM.88/AL.305/Phb-85, which regulates the implementation of loading and unloading activities at ports. This regulation emphasizes that stevedoring, cargo Doring, and receiving/delivery operators are expected to play an active role in supporting economic development. This role is realized through improving the quality of service to the public using port services.

Furthermore, the role of stevedoring operators extends beyond technical operations. They are also responsible for maintaining order and security during loading and unloading activities at the port. With clear regulations regarding work systems and the

responsibilities of each party, port operations can proceed in an orderly manner. This ultimately contributes to the smooth and safe flow of goods.

In the case under review, the determination of the loading and unloading ports has significant legal implications. The location of these ports is closely related to the jurisdiction and competence of the court authorized to hear the dispute. The location of the legal event is often used as a basis for determining the jurisdiction of the court. Therefore, clarity regarding the loading and unloading ports is crucial in the context of dispute resolution.

Ambiguity or differing interpretations regarding loading and unloading ports have the potential to give rise to legal disputes. These differences can be a factor hindering the investigation of cases to the core of the dispute. In practice, issues regarding judicial authority often arise due to a lack of agreement regarding the legally relevant location. This demonstrates that technical aspects of port affairs can have direct implications for the law enforcement process in international freight disputes.

Function Bill of Lading in International Carriage of Goods Disputes

The Bill of lading (B/L) is a freight transport document that plays a crucial role in international shipping and trade activities. This document contains complete information regarding the shipping process by sea, from loading to delivery at the destination port. The information contained in Bill of Lading including the sender's identity(shipper), name of the transport vessel, type and quantity of cargo, port of loading and port of discharge, and identity of the recipient of the goods(consignee). With this complete information, Bill of Lading becomes a document that reflects the entire process of transporting goods.

In addition to containing the identities of the parties, Bill of Lading also includes details of shipping costs(freight) along with the payment procedures. This document also includes the number of sheets Bill of Lading issued and must be signed, as well as the date of signing. The completeness of these elements is important to ensure the validity of the document and prevent misuse. Thus, Bill of Lading not only functions as an administrative document, but also has high legal value.

For the sender, Bill of Lading The bill of lading serves as proof that the goods have been received and loaded onto the ship by the carrier in accordance with the terms and conditions agreed upon in the carriage agreement. This function provides assurance that the carrier has received the goods in the condition and quantity stated in the document. In the event of a dispute, the bill of lading can be used as evidence to demonstrate that the shipper has fulfilled its initial obligations. Therefore, this document plays a crucial role in assessing the performance of the parties.

Apart from being proof of receipt of goods, Bill of Lading also functions as a document of ownership of the goods being transported. The party whose name is listed as the recipient or the party holding the goods Bill of Lading who is legally entitled to pick up the goods at the unloading port. This function makes Bill of Lading as a document that has economic value and can be traded. In international trade practices, Bill of Lading often transferred to third parties as part of the sale and purchase of goods.

This ownership function also provides assurance that the goods will be delivered to their destination in accordance with the carriage agreement. The carrier is obligated to deliver the goods only to the authorized party as stated in the Bill of Lading. Violations of this obligation may result in the carrier being held legally liable. Therefore, Bill of

Lading plays an important role in maintaining security and legal certainty in the goods delivery process.

In practice, Bill of Lading also serves as the basis for filing a claim in the event of damage, loss, or accident during transportation. This document serves as the primary reference for assessing the carrier's responsibility for the goods being transported. Bill of Lading, the condition of the goods when received by the carrier and the agreed delivery details can be known. Therefore, the existence of Bill of Lading is very important in the process of resolving disputes regarding the transportation of goods. (KERAF, 2025).

Considering this strategic role, Bill of Lading holds a very important position in international freight disputes. From a legal perspective, this document has three main functions: as evidence of a freight agreement, as a receipt for the goods by the carrier, and as a document of ownership of the goods. These three functions make Bill of Lading a basic document in maritime transportation. Therefore, a proper understanding of the function and position of Bill of Lading becomes very important for parties involved in international trade and transportation of goods.

1) As evidence of a transportation agreement, which reflects the existence of a legal relationship between the sender, the carrier and the recipient of the goods;

2) As proof of receipt of goods, which shows that the carrier has received the goods in a certain quantity and condition as stated in the transport document;

3) As a document that represents the ownership rights to goods, which gives authority to the holder Bill of Lading to demand the delivery of goods at the port of unloading in accordance with applicable provisions.

In the matter *a quo*, Bill of Lading should have served as the primary evidence to assess whether the goods transportation process had been carried out in accordance with the terms of the agreement, including the suitability of the loading and unloading ports and the condition of the goods at the time of delivery. However, because the lawsuit was declared inadmissible due to procedural constraints and issues of jurisdiction, the panel of judges did not continue examining the role and strength of the evidence. Bill of Lading the.

Based on applicable regulations, it is understandable that the scope of a freight forwarder's duties is relatively broad. This scope even goes beyond the provisions explicitly stated in Article 86 of the Commercial Code (KUHD). This demonstrates that the freight forwarder's role in freight transportation is not merely technical but also encompasses complex legal responsibilities. Therefore, the freight forwarder's role is crucial in the overall process of shipping goods by sea.

The transportation of goods by sea is essentially based on an agreement. This agreement involves several parties, including the carrier, the shipper, and the recipient. Each party has interrelated roles and obligations to ensure the goods reach their destination safely. This legal relationship is reciprocal and binding from the moment the agreement is legally concluded.

In the implementation of a transportation agreement, there is a possibility that one of the parties fails to fulfill its obligations as agreed. This situation can be caused by negligence, incompetence, or deliberate action on the part of the party concerned. If obligations are not fulfilled as agreed, a situation known as breach of contract will arise. This situation provides the basis for the injured party to seek legal action.

An agreement is one of the primary sources of a contract in civil law. Through an agreement, a legal relationship is formed between two or more mutually binding parties. Formally, an agreement is manifested in a series of statements of will containing promises or commitments. These statements of will can be expressed verbally or in writing, as long as they meet the requirements for a valid agreement.

Through a valid agreement, each party not only obtains rights, but also assumes legal obligations. These rights and obligations must be implemented in accordance with the content and purpose of the agreement. The implementation of these obligations is known as performance in the law of engagement. If performance is not fulfilled, then the agreement does not achieve the desired goals of the parties.

In a contractual relationship between a creditor and a debtor, a breach of contract occurs when the debtor fails to fulfill the agreed-upon performance. A debtor can be declared in breach of contract if they fail to fulfill their obligations at all. Furthermore, a breach of contract can also occur if the obligation is fulfilled late or not in accordance with the terms of the agreement. Even committing an act expressly prohibited by the agreement can be classified as a breach of contract.

This breach of contract results in certain legal consequences for the negligent party. These legal consequences can include an obligation to pay compensation, fulfill the contractual obligations, or cancel the contract. In the context of freight transportation, the legal consequences of breach of contract often involve material losses resulting from damage or loss of goods. Therefore, determining whether or not there is a breach of contract is a central issue in freight disputes. (Nabila, 2015).

In the activity of transporting goods by sea, the identity of the cargo is stated in a valuable document known as a bill of lading or Bill of Lading. This document functions as a bill of lading in sea transport. Through Bill of Lading, it can be known who is the party entitled to receive the goods at the destination port. Thus, Bill of Lading becomes the legal basis for the delivery of goods by the carrier to the recipient.

Based on the nature of the publication, Bill of Lading can be issued in the name of a specific party or upon instruction. Bill of Lading in the name can only be submitted to the party whose name is listed in the document. Meanwhile, Bill of Lading Bearer goods can be transferred to another party through physical delivery of the document. This difference in nature has direct implications for the mechanism for delivery and control of goods.

In addition to listing the recipient's identity, Bill of Lading must also contain information about the goods being transported. This information includes the type of goods, quantity, weight, and condition of the goods upon receipt by the carrier. Recording the goods' identity in detail and clearly aims to avoid future disputes. With a complete description, the parties gain certainty regarding the object of transport.

In general, in Bill of Lading information regarding the condition of the goods when received by the carrier is also included. This is often stated through a clause received for shipment in apparent good order and condition. This clause indicates that the goods were received in good and visible condition. The inclusion of this clause serves as initial evidence regarding the condition of the goods prior to transportation. (Aljufri, 2020)

According to Amir, M.S., bill of lading or Bill of Lading is a receipt for goods that have been loaded onto a ship. Apart from being proof of receipt of goods by the carrier, Bill of Lading is also classified as documents of title. This document shows the ownership rights to

the goods being transported. In addition, Bill of Lading also serves as evidence of the existence of a sea transportation agreement between the parties.

Furthermore, the provisions of Article 23 letter (a) Uniform Customs and Practice for Documentary Credit (UCP) Number 500 of 1993 confirms the position Bill of Lading as an important document in international trade transactions. The provisions state that Bill of Lading The document must identify the carrier and be signed by the carrier or an authorized agent. Furthermore, the document must indicate that the goods have been loaded onto the ship. The date of issue marks the time the goods were loaded and is crucial in determining the carrier's legal liability. (Harold Anis, 2020)

CONCLUSION

The legal relationship between the parties in Decision Number 239/Pdt.G/2020/PN Cbi arises from an international sales and freight contract governed by the principle of freedom of contract. This relationship is supported by key instruments such as the Bill of Lading and Incoterms, which determine the allocation of rights, obligations, and risks.

The determination of the contract object, port of loading, and port of discharge holds significant legal implications, particularly in relation to risk transfer and jurisdiction. However, the court did not examine the substance of the dispute due to procedural and jurisdictional issues, resulting in the claim being declared inadmissible. This finding highlights the importance of clear contractual arrangements, proper application of Incoterms, and the selection of an appropriate dispute resolution forum to ensure legal certainty in international freight disputes.

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