

## CIVIL LEGAL PROTECTION FOR VIOLATIONS OF COPYRIGHT LICENSE AGREEMENTS REVIEWED FROM THE CIVIL CODE AND LAW NUMBER 28 OF 2014 CONCERNING COPYRIGHT

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### Abstract

A copyright licensing agreement serves as a legal instrument enabling the utilization of economic rights over a work without transferring its ownership; however, its implementation remains susceptible to infringements in the form of breach of contract and unlawful acts. This study aims to analyze the forms of infringement that may arise within a copyright licensing agreement and to examine the legal protections available to the parties under the Indonesian Civil Code ( KUHPdata ) and Law Number 28 of 2014 on Copyright, referencing Case No. 853/ Pdt.G /2024/PN JKT.SEL jo. No. 1338/PDT/2025/PT DKI as an illustrative case. This study employs a normative legal research method with a statutory and conceptual approach. The findings indicate that infringements in a copyright licensing agreement can be qualified as a breach of contract if the licensee fails to pay royalties or exceeds the agreed scope of the license, and as an unlawful act if unauthorized sublicensing occurs, as explicitly prohibited by Article 81 of the Copyright Law. The available legal protection is multi-layered — the Civil Code provides a general framework through Articles 1243, 1365, 1266, and 1267, while the Copyright Law as *lex specialis* offers preventive protection through mandatory license registration at DJKI and repressive protection via lawsuits filed with the Commercial Court relating to Article 96 jo. Article 99. These two legal instruments are not substitutes for one another, but rather operate complementarily. Understanding the relationship between them is expected to serve as a reference for parties in copyright licensing agreements in determining the most effective legal protection strategy.

Keywords: *Licensing Agreement, Copyright, Breach of Contract, Unlawful Act*

### INTRODUCTION

Progress technology ongoing information in a way massive in a number of decade final has change fundamentally the way man produce and distribute work intellectual . Previous works only can enjoyed in a way physique now can accessed , duplicated and distributed digitally with speed and range that is not limited . Condition this is in one side open opportunity big economy for the creators , but on the other hand creates challenge increasingly strict laws complex in matter protection right copyright<sup>1</sup> as right exclusive attached to the creator No only moral value as form confession on creativity , but also valuable economy that can become source real livelihood . Therefore<sup>2</sup> that , protection law on right creation become increasing needs urge along development industry creative in Indonesia. One of mechanism the most common law used in utilization right creation in a way commercial is agreement license<sup>3</sup> . Based on Article 1 number 20 of Law Number 28 of 2014 concerning Copyright, licenses is permission written form provided by the holder right creation to other parties to carry out right economy on his creation with condition certain . More Furthermore , Article 80 of the UUHC regulates that agreement license valid during term time certain and accompanied obligation recipient license For pay royalty to holder right create<sup>4</sup> . With existence agreement license , was formed connection law of a legal nature contractual between giver and receiver license , which is binding both of them as confirmed in Article 1338 of the Civil Code that every agreement made in

<sup>1</sup> Arwana, W. (2025). Legal Protection of Copyright in the Digital Era According to Constitution Number 28 of 2014. *Lex Generalis Law Journal* , 6 (4).

<sup>2</sup> Ibid

<sup>3</sup> Haryawan , A., & Akasih , PYD (2016). Agreement license right Copyright in Indonesia. *Business Law Review* , 1 , 32-37.

<sup>4</sup> Hadianida , NS, Safiranita , T., & Permata, RR (2024). Agreement License and Royalty As Form Copyright Protection in Film Franchises . *Indonesian Legal Media (MHI)* , 2 (4), 60-67.

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a way legitimate valid as Constitution for the parties who make it . The relationship contractual this is what it is foundation as well as the limits of the rights and obligations of each party in utilization work creation <sup>5</sup>.

However thus , in in practice agreement license No always walk in accordance with what has been agreed upon by the parties . The phenomenon violation contractual in agreement license riches intellectual real happened in Indonesia, as reflected in case HighScope Indonesia which is in the middle proceeding at the South Jakarta District Court . In case said , the recipient license allegedly do sublicensing to other parties without the permission of the giver license , as well as there is problem related payment royalties that are not in accordance with provision the agreement that has been agreed previously <sup>6</sup>. Although case the in a way specific concerning license brands and curriculum , issues law contractual matters that arise therein namely How law civil protect the parties when agreement license violated through sublicensing without permits and defaults royalty is same problem relevance in context agreement license right creation , which is up to moment This Not yet Once analyzed in a way comprehensive in literature Indonesian law .

Violation in agreement license as depicted above cause problem laws that do not simple , namely How qualify actions of the parties in a way appropriate in framework law Indonesian civil law . If recipient license No fulfil his obligations for example No pay royalty in accordance agreement so actions the in a way normative can categorized as default based on Article 1243 of the Civil Code , because recipient license has negligent fulfil achievements that have been promised . Meanwhile that , if recipient license do sublicensing without permission to party third , actions the No only violate clause agreement but also gives rise to loss for the same party very No own connection contractual with giver license , so that can at a time qualified as actions oppose law based on Article 1365 of the Civil Code <sup>7</sup>. The boundary between breach of contract and acts oppose law in context violation agreement license right creation this is what it is moment This Not yet analyzed in a way comprehensive in literature Indonesian law , so that cause uncertainty law for the parties in determine instrument proper protection . Study of problem This indeed has get attention from a number of researchers previously . Hadianida , Safiranita , and Permata (2024) for example , have discuss agreement licenses and royalties as form protection right creation in context film <sup>8</sup>franchise . Research the give contribution important in understand function agreement license as instrument protection right economy holder right creation . However study the No analyze in a way deep consequence the law that arises when agreement license the violated by one of the parties , as well as No discuss How mechanism protection law civil through Civil Code Work in face violation contractual said . Emptiness analysis this is what it is runaway at a time justification Why study This need done .

## RESEARCH METHODS

Study This use method juridical normative , where the author do study with method study ingredients existing laws without down direct to Soerjono field Soekanto and Sri Mamudji said approach This as study laws that rely on secondary data as material The main reason is the author's choose method This Because issues raised more Lots touch aspects of norms and rules applicable law , not fact social in society <sup>9</sup>. In study this , the author using two approaches at once . First is approach legislation , where the author examine existing provisions in Civil Code and Laws Number 28 of 2014 concerning Copyright for answer formulated problems . Second is approach conceptual , which the author use For understand concepts law like breach of contract , act oppose laws and agreements license in a way more deep through doctrine and views of experts law . As for the ingredients the law that the author collect consists of from material primary law in the form of regulation relevant legislation , materials law secondary in the form of books law

<sup>5</sup> Diana, IKBS, Budiarta, INP, & Widiati, IAP (2019). Legal Consequences of Contracts License To Party Third . *Journal Legal Analogy* , 1 (2), 202-206.

<sup>6</sup> HighScope Indonesia Suspected Violation Agreement License , Attorney Reveals Important Facts . Accessed from <https://elshinta.com/news/382794/2025/08/16/highscope-indonesia-suspected-of-violating-the-license-agreement-legal-power-reveals-important-facts>

<sup>7</sup> Wilyadi, PZDA Legal Consequences of Contracts License to Party The Third Indicates the Act Unlawful Review from a Civil Perspective ( Analysis Decision Number 4/ Rev. Sus-HKI/2019/PN. Smg jo. Decision Number 882. K/ Rev. Sus-HKI/2019). *Lex Patrimonium* , 3 (1), 8.

<sup>8</sup> Hadianida , NS, Safiranita , T., & Permata, RR (2024). Agreement License and Royalty As Form Copyright Protection in Film Franchises . *Indonesian Legal Media (MHI)* , 2 (4), 60-67.

<sup>9</sup> Soerjono Soekanto and Sri Mamudji, (2001), Normative Legal Research A Brief Overview , Jakarta: PT Raja Grafindo Persada, p . 13

and journals scientific , as well as material law tertiary as complement . All material law the Then analyzed in a way prescriptive , meaning writer try give evaluation law on existing problems based on applicable norms .<sup>10</sup>

## **RESULTS AND DISCUSSION**

### **Forms Violation in Agreement Copyright License**

#### **1. Agreement Copyright License**

Before discuss forms the violation , it is important For understood moreover formerly How agreement license right creation That formed and what binds the parties therein . Agreement license basically is one of the instrument law that allows holder right creation For give permission to other parties in order to be able to use or utilise his creation without must divert right creation That himself<sup>11</sup>. In other words, the giver license still own right creation on his work , while recipient license only get right For use creation the in accordance with room agreed scope in agreement . Characteristics this is what makes the difference agreement license from diversion right create , because in license No happen displacement ownership but only giving permission of a nature limited .

As A agreement , license right creation subject to the provisions general law regulated agreement in Civil Code , especially Article 1320 which stipulates four condition legitimacy something agreement , namely agreement of the parties , competence For make engagement , a matter certain , and a for a lawful<sup>12</sup>reason . If fourth condition This has fulfilled , then agreement license the binding on the parties as if Constitution as confirmed in Article 1338 of the Civil Code<sup>13</sup>. In addition to being subject to the Civil Code , the agreement license right create also in a way special arranged in Article 80 of the Copyright Law 28 of 2014 which confirms that license must poured in agreement written and mandatory registered in the Directorate General Riches Intellectual<sup>14</sup>.

From the provisions of Article 80 of the Copyright Law , it can be identified at least two obligations main recipient license . First , use creation in accordance with room scope that has been promised<sup>15</sup>. Then second , pay royalty to giver license during term time license applies . Both obligation this is what then become point vulnerable occurrence violation in practice agreement license right creation<sup>16</sup>. Regarding sublicensing , Article 81 of the Copyright Law firm state that recipient license No can give sublicensing to party third except matter That in a way explicit promised previously<sup>17</sup>. Without clause mentioned , everything form giving right to party third by the recipient license No own base valid law . With so , good failure pay royalty and giving sublicensing without authority are two forms violation main thing that can happen in agreement license right creation , and both own consequence different laws depending on qualifications his actions whether enter in realm breach of contract , act oppose law , or both of them at a time .

#### **2. Default in Agreement Copyright License**

Most frequent violations appear in agreement license right creation is No fulfilled obligations that have been agreed by one of the parties , or those in law civil known as default . In terms of normative , default arranged in Article 1238 of the Civil Code which regulates about statement negligence , and Article 1243 of the Civil Code which becomes base demands replacement costs , losses and interest resulting from No fulfilled something engagement . For can qualified as default , at least must fulfilled three element the main thing , namely existence valid agreement , the existence of obligations that are not filled by one of parties , and the existence of losses incurred as consequence direct from No fulfilled obligation the<sup>18</sup>.

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<sup>10</sup> Ibid

<sup>11</sup> Haryawan , A., & Akasih , PYD (2016). Agreement license right Copyright in Indonesia. *Business Law Review* , 1 , 32-37

<sup>12</sup> Article 1320 of the Civil Code .

<sup>13</sup> Article 1338 of the Civil Code .

<sup>14</sup> Hadianida , NS, Safiranita , T., & Permata, RR (2024). Agreement License and Royalty As Form Copyright Protection in Film Franchises . *Indonesian Legal Media (MHI)* , 2 (4), 60-67.

<sup>15</sup> Article 80 of the 2014 Copyright Law .

<sup>16</sup> Diana, IKBS, Budiarta , INP, & Widiati , IAP (2019). Legal Consequences of Contracts License To Party Third . *Journal Legal Analogy* , 1 (2), 202-206.

<sup>17</sup> Article 81 of the 2014 Copyright Law .

<sup>18</sup> Ayuningutami , PI, & Suryono , A. (2024). Legal Protection for Parties Sub License Rights Holder To Default In Broadcasting Cooperation Agreement : Decision Study Number 08/Haki. Copyright/2015/PN. Niaga. Sby . *Jaksa: Journal of Legal and Political Studies* , 2 (2), 306-318.

In context agreement license right creation, third element the can with easy fulfilled when recipient license fail pay royalty in accordance with time and amount that has been promised. First, the agreement license created in a way legitimate has fulfil requirements of Article 1320 of the Civil Code so that element existence valid agreement fulfilled, second, obligations pay royalty as arranged in Article 80 paragraph (3) jo. Article 1 number 21 of the Copyright Law, third, no paid for royalty in a way direct cause loss economy for holder right creation.

Apart from failure pay royalties, default can also be happen when recipient license use creation beyond the limits of space the scope of the agreement, for example use creation For interest commercial that is not covered in agreement or expand the area of use without agreement giver license. In matter this, the recipient license No fully fulfil his achievements as should be, so that actions the enter in category default in the form of implementation achievements that are not in accordance with what was promised. As for the consequences laws that can sued by the injured party based on Article 1267 of the Civil Code covers three choice, namely demand fulfillment agreement, demand cancellation agreement accompanied by change loss, or demand replacement loss solely<sup>19</sup>. However before demands the can filed, creditors moreover formerly must state debtor negligent through summons in accordance mechanism of Article 1238 of the Civil Code A condition formal which is often ignored in practice so that lawsuit default become No can accepted<sup>20</sup>. As illustration, in case HighScope Indonesia which was tried at the South Jakarta District Court, one of the issues that arise is failure fulfillment obligation royalties by the recipient sublicensing which then be one of trigger dispute law between the parties.

### **3. Deeds Against the Law in Agreement Copyright License**

In addition to default, violations in agreement license right creation can also be take form actions oppose law as arranged in Article 1365 of the Civil Code. Different with default that occurs from an agreement that originates from an agreement, PMH was born from obligations that originate from law. Then for can sue based on PMH no required existence connection contractual between plaintiff and defendant Enough proven that defendant has do violation of law law, there is error, arise losses, and there are connection causal between actions with losses incurred.<sup>21</sup> In context license right creation, the most relevant form of PMH is giving sublicensing without legitimate authority. Article 81 of the Copyright Law specifically firm forbid recipient license For give sublicensing to party third except matter That promised in a way explicit. When the prohibition This violated, act the No only violate clause agreement the main cause default, but at a time violate the legal norms that are regulated in Copyright Law as *lex specialis*. That is, one the same act can seen from two angles view different laws as default Because violate agreement, and as PMH because violate legal<sup>22</sup> norms.

Difference conceptual between both of them become very important in practice proceedings. The Supreme Court through Decision No. 1875 K/ Pdt /1984 dated April 24, 1986 has confirm that merger lawsuit default and PMH in One lawsuit No can justified Because can result in lawsuit become blurry (*obscur libel*)<sup>23</sup>. Although Thus, Yahya Harahap have an opinion that merger both of them Actually can allowed if there is close relationship between both of them, and the judge basically own authority For straighten out What do you mean in position with what is required in *petitum*<sup>24</sup>. Non-uniformity jurisprudence This precisely confirm how importance understand characteristics of each qualification law before determine base lawsuit that will used. With Thus, the injured party in dispute license right creation must careful in choose whether will sue based on default Because existence connection breached contractual obligations, or based on PMH because the statutory norms were violated, considering PMH lawsuit opens more space wide for party the third party who is harmed although No own connection contractual direct with perpetrator. As reflected in case HighScope Indonesia, giving sublicensing in question its

<sup>19</sup>Article 1267 of the Civil Code.

<sup>20</sup> Ayuningutami, PI, & Suryono, A, Op. Cit.

<sup>21</sup> Wilyadi, PZDA Legal Consequences of Contracts License to Party The Third Indicates the Act Unlawful Review from a Civil Perspective ( Analysis Decision Number 4/ Rev. Sus-HKI/2019/PN. Smg jo. Decision Number 882. K/ Rev. Sus-HKI/2019). *Lex Patrimonium*, 3 (1), 8.

<sup>22</sup>Ibid

<sup>23</sup> Pratonggopati, HF, Mantili, R., & Fakhriah, EL (2023). Certainty law in merger base lawsuit breach of contract and acts oppose law. *ACTA DIURNAL Journal Notary Law*, 7 (1), 100-113.

<sup>24</sup> M. Yahya Harahap, *Civil Procedure Law : About Lawsuits, Trials, Confiscations, Evidence, and Court Decisions*, Sinar Grafika, Jakarta, 2017, p. 456.

legality involving external parties connection contractual , so that understanding on difference second qualification This become determinants of lawsuit strategy and effectiveness protection laws that can obtained .

## **Legal Protection for the Parties on Violation Agreement Copyright License**

### **1. Legal Protection Based on Civil Code**

When it happens violation in agreement license right copyright , Civil Code become runway law the first one that can used by the parties For demand fulfillment their rights . Although the Copyright Act has arrange in a way special about license , Civil Code still play a role important as base law complementary Because mechanism prosecution change make a loss on breach of contract and acts oppose law No arranged in a way details in Copyright Law Number 28 of 2014, so that arrangement generally still referring to the provisions law engagement in Civil Code <sup>25</sup>. What differentiates character protection Civil Code from the HC Law is its general and flexible nature Civil Code No limit type creation , no requires recording , and not determine the court forum certain , so that the parties own freedom more big in determine basis and mechanism the most appropriate lawsuit with fact the law he faces .

To qualified violations as default , protection available laws for injured party based on Article 1243 of the Civil Code which confirms that replacement new costs , losses and interest can sued after debtor stated negligent However still No fulfil his/her engagement <sup>26</sup>. In context agreement license , terms This give right to giver license For demand change make a loss if recipient license fail pay royalty or use creation beyond room the scope of the agreement . More continued , Article 1267 of the Civil Code give three choice to the injured party , namely demand fulfillment agreement , demand cancellation agreement accompanied by change loss , or demand replacement loss solely <sup>27</sup>. Flexibility This important in dispute license Because No always giver license want the end connection license sometimes what is needed just recovery right economy that is not fulfilled <sup>28</sup>. This is where location superiority comparative Civil Code compared to the selected HC Law more demands varied allows injured party For adapt effort the law with desired goals achieved , whether maintain connection license or end it at a time demand change loss . However thus , before demands the can filed , creditors must moreover formerly convey summons to debtor in accordance mechanism of Article 1238 of the Civil Code as condition formal that is not can ignored , because without summons lawsuit default potential stated No can accepted by the judge.

As for qualified violations as actions oppose law , protection the law based on Article 1365 of the Civil Code . Which is superiority PMH lawsuit in context dispute licenses involving more from both parties is its nature is not requires existence connection contractual direct between plaintiff and defendant . Parties the third party who is harmed consequence sublicensing without legitimate authority remains can demand change make a loss based on chapter this , throughout can proven fulfillment element actions oppose law , fault , loss , and relationship causal <sup>29</sup>. Different with lawsuit default that only can submitted by the relevant party direct bound in agreement , PMH lawsuit opens room more protection wide Because reach outside parties connection contractual beginning . This is what makes Article 1365 of the Civil Code as more instruments adaptive in dispute complex licensing , in particular when violation carried out by an unauthorized party own connection agreement direct with holder right creation .

In addition , the mechanism cancellation agreement based on Article 1266 of the Civil Code also becomes instrument relevant protection . this article arrange that cancellation reciprocal agreement must requested through the judge, so that one party No can cut off agreement license in a way unilateral without through the proper <sup>30</sup>legal process . The provisions This protect recipient license from risk termination arbitrary agreement by the giver license , at the same time protect giver license from abuse continuous creation continue when agreement should Already ended <sup>31</sup>.

<sup>25</sup> Triantoro , RAN, & Hadi, H. (2019). Legal Protection for Copyright License Holders According to Law Number 28 of 2014 Concerning Copyright ( Decision Study) Number : 09/HKI. Copyright/2014/PN Niaga Jo Supreme Court Decision Number : 80 K/ Pdt . Sus- Hki /2016). *Private Law Journal* , 7 (2), 265-274.

<sup>26</sup> Article 1243 of the Civil Code .

<sup>27</sup> Article 1267 of the Civil Code .

<sup>28</sup> Ayuningutami , PI, & Suryono , A. (2024). Legal Protection for Parties Sub License Rights Holder To Default In Broadcasting Cooperation Agreement : Decision Study Number 08/Haki. Copyright/2015/PN. Niaga. Sby . *Jaksa: Journal of Legal and Political Studies* , 2 (2), 306-318.

<sup>29</sup> Wilyadi , PZDA Legal Consequences of Contracts License to Party The Third Indicates the Act Unlawful Review from a Civil Perspective ( Analysis Decision Number 4/ Rev. Sus-HKI/2019/PN. Smg jo. Decision Number 882. K/ Rev. Sus-HKI/2019). *Lex Patrimonium* , 3 (1), 8.

<sup>30</sup> Article 1266 of the Civil Code .

<sup>31</sup> Diana, IKBS, Budiarta , INP, & Widiati , IAP (2019). Legal Consequences of Contracts License To Party Third . *Journal Legal Analogy* , 1 (2), 202-206.

With Thus , the Civil Code provide comprehensive protection for second split party in agreement license right create , good through mechanism default , PMH, and cancellation agreement , with character protection of a nature general , flexible , and not tied to a type creation certain .

## 2. Legal Protection Based on Constitution Number 28 of 2014 concerning Copyright

As *lex specialist* in the field right copyright , Copyright Law Number 28 of 2014 provides layer more protection specific and more strong for the parties in agreement license compared to Civil Code just . The protection provided by the HC Law can differentiated into two forms , namely protection preventive and protective repressive , both of which each other complete in give certainty law for holder license right creation<sup>32</sup>. Distinction This important Because show that the HC Law does not only provide mechanism settlement dispute after violation occurs , but also provides instrument prevention that if executed with both parties can minimize risk occurrence dispute since beginning .

Protection preventive in the HC Law is realized through obligation recording agreement license as arranged in Article 83 of the HC Law in conjunction with PP Number 36 of 2018.<sup>33</sup>Obligations This No just formality administrative , but rather own implications the law that determines agreement license that is not recorded No own consequence law to party third , so that giver license No can use agreement the as base lawsuit to external parties agreement<sup>34</sup>. In other words, the recording license functioning as instrument publicity announcing to party third that something creation has licensed , at the same time become tool strong evidence if happen disputes later day . Consequently , the negligent party record agreement the license bear risk significant law all over effort protection available repressive in the HC Law will become not enough effective if condition recording This No filled since beginning . This is reflected in case HighScope Indonesia, where there is nothing recording agreement license in a way officially at DJKI to become one of weakening factors position law of one party in trial .

As for protection repressive in the HC Law is realized through mechanism settlement regulated disputes in Article 95 to Article 99 of the HC Law. Article 95 paragraph (1) of the HC Law prioritizes settlement dispute through non- litigation pathway in the form of alternative settlement dispute or arbitration before taken track court , with the aim is for the resolution dispute can done in a way more fast , cheap and efficient<sup>35</sup>. If non- litigation pathway No successful , holder license right creation that experiences loss right economy can submit lawsuit change make a loss to Commercial Court based on Article 96 of the HC Law. Provisions This confirm that holder license including in category entitled party demand change make a loss Because has get right For utilise right economy on something creation through transition in the form of license .<sup>36</sup>

What is needed understood more in is that change make a loss based on Article 96 of the HC Law no only covers loss material in the form of lost royalties that should be accepted , but also can covers loss immaterial if violation the result in non- economic losses like tarnished reputation or reputation holder license . However in practice trial , prosecution change make a loss immaterial No always granted , the judge only will grant if plaintiff can prove loss the in a way detailed and convincing , as reflected in Decision Number 7/ Pdt.Sus -HKI/Cipta/2019/ PN.Niaga Surabaya where the judge granted change make a loss material However reject demands immaterial Because No can proven in a way detailed<sup>37</sup>. Magnitude change make a loss determined by the panel of judges based on consideration justice for the parties to the dispute , so No There is definite nominal limits and the judge has freedom For adapt magnitude change make a loss with loss real that can proven by the plaintiff .

Besides the lawsuit change loss , Article 99 of the HC Law also provides right to holder license For submit application decision provision or interim decision to Commercial Court to request foreclosure infringing creations or stop activity ongoing violations ongoing . Mechanism This interim decision is very important in practice Because allows holder license For stop continuing losses walk without must wait decision the end that requires time longer . Competence Commercial Court in handle dispute right creation give certainty of the forum for the parties , at the same time ensure handling case by the judge who owns it skill specialized in the field riches intellectual . The

<sup>32</sup> Triantoro , RAN, & Hadi, H, Op. Cit .

<sup>33</sup> Regulation Government Number 36 of 2018.

<sup>34</sup> Wilyadi , PZD A,Op.Cit .

<sup>35</sup> Adlan, W., Tarigan , N., Silaban , R., & Sinaga, LV (2025). Compensation for Acts Against the Law Against Violation of Inner Song Copyright Activities Carried Out Without Permission ( Analysis Decision Number 7/ Rev. Sus-HKI/Cipta/2019/PN. Niaga Sby ). *Dictum* , 4 (1), 36-44.

<sup>36</sup> Dirkareshza , R. (2024). ECONOMIC RIGHTS IN SONG COPYRIGHT: AN ANALYSIS OF A CONTROVERSIAL CASE BETWEEN A BAND AND A POLITICAL PARTY. *IBLAM LAW REVIEW* , 4 (1), 353–362.

<sup>37</sup> Adlan, W., Tarigan , N., Silaban , R., & Sinaga, L. V. Op.Cit .

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difference between this forum No just question competence technical , but also has an impact on procedures in court , in case right copyright in the Commercial Court is not available effort appellate law , but rather direct cassation as arranged in Article 102 paragraph (1) of the HC Law, so that the settlement process dispute become more in short <sup>38</sup> . In addition , the provisions of Article 81 of the HC Law which specifically firm forbid sublicensing without promised authority in a way explicit is also form protection direct for holder right creation from abuse license . If provision This violated , act the No only result in default to agreement license principal , but at a time is violation of norms as stated in the HC Law as *lex specialis* which can become base lawsuit alone . With Thus , protection available laws for the parties in agreement license right creation nature layered and complementary . Civil Code give foundation flexible general through mechanism default , PMH, and cancellation agreement that can implemented without look at type creation or registration status license . While that , Copyright Law Number 28 of 2014 as *lex specialis* present with more instruments structured recording as condition protection to party third , lawsuit change losses in the competent Commercial Court special , up to mechanism possible interim decision termination violation in a way fast . Relationship between both of them No each other spilled overlap but become mutually beneficial instruments related , to which the HC Law applies more formerly as *lex specialis* For things that have been arranged in a way special , whereas Civil Code present For fill in the emptiness that is not covered by the HC Act. Understanding on relation this is what it is in the end determine how much effective protection laws that can obtained by the injured parties in dispute license right creation <sup>39</sup> .

### CONCLUSION

Violation in agreement license right creation divided in two qualifications law . Failure pay royalty or use transcendent creation room scope agreement enter in realm default based on Article 1243 of the Civil Code . Meanwhile sublicensing without legitimate authority can at a time qualified as PMH based on Article 1365 of the Civil Code Because violates Article 81 of Copyright Law Number 28 of 2014. The difference both of them determine who is entitled sue and which forum has the authority lawsuit based Civil Code enter to District Court , whereas lawsuit based on HC Law entry to Commercial Court based on Article 95 paragraph (2) of the HC Law. Protection law for the parties nature layered . Civil Code give protection flexible through mechanism default , PMH, and cancellation agreement without condition registration . Copyright Law Number 28 of 2014 as *lex specialis* complete it with protection preventive in the form of obligation recording licenses at DJKI and protection repressive in the form of lawsuit to Commercial Court . Both No mutually exclusive instruments replace , but rather each other complete Copyright Law Number 28 of 2014 is prioritized as law special , temporary Civil Code still valid For fill in the emptiness that is not arranged .

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<sup>38</sup> Article 102 of Copyright Law Number 28 of 2014.

<sup>39</sup> Hadianida , NS, Safiranita , T., & Permata, RR (2024). Agreement License and Royalty As Form Copyright Protection in Film Franchises . *Indonesian Legal Media (MHI)* , 2 (4), 60-67.

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