
Aspects of Business Law in Koetara Agama (An Ancient Indonesian Law)

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Abstract

The Koetara Agama is a Law Book that Indonesia had ever possessed very long time ago. This research aims at exploring and finding the aspects of Business Law (as meant today), in order to see the possibilities to revitalise such traditional (even ancient) norms and values into our current national legal system. This is a qualitative research, which searches the ideologies or values laid behind certain actions (or certain norms). The result shows that Business Law was regulated comprehensively in Koetara Agama (KA). It can be shown and proven by the looking at all the business fields or business sectors which had been regulated by KA, and also the existence of multidimensional provisions and regulations stipulated in KA. For instances, KA had been regulating the following matters, which include but not limited to : Debt, Loan, Interests Rate, Good Faith, Bad Faith, Property Rights, Torts, Compensations, Employments, Contracts, Business Dispute Resolutions, Sanctions, Fines, and Penalties.

Keywords: Business Law, Koetara Agama, Ancient Indonesian Law

I. INTRODUCTION

According to classical law literatures, Law is generally classified into and consisted of: Written Law and Unwritten Law. Written Law is meant with all the laws and regulations that issued, provided, or stipulated by authorities, especially state(s), and/or all its/ their subordinates, agents, or bureaus. While the term Unwritten Law is usually referring to all the laws and/ or regulations that not included in Written Law, for example: the traditions, the customs, the customary (adat) laws, the decisions of traditional leaders/courts, agreements or problem solutions taken in the pleno or general meetings of citizens or in the community leaders council meetings.

In the conventional Legal Theories that have been taught in Law Faculties across the world ever since, it is said that the sources of Laws are among others: religions values, social values, culture values, customs values, traditions, and so on. All such values were then manifested into certain legal principles and norms. Religion values are believed as comes from God. Social and cultural values arose from social-cultural lives, and so on. Koetara Agama is one of Ancient Indonesian Laws. Koetara Agama (hereinafter also referred to as KA) is a Law that stipulated in Majapahit Kingdom era. One of sources stated that it was written in about year 1358 (Slametmulyana, 1979). It should be informed that KA (Koetara Agama) contained both Public and Private Law (in nowadays meaning as widely meant by law scholars). One of steps should be done in this research's data collection process is reading first thoroughly all the content of KA and then categorizing, classifying, inventing, and determining which norms of Koetara Agama (KA) to be categorized as containing the law of business or containing norms or principles in the field of Business Law or at least related to law of business. Business law in this research means all the laws regarding and relating to business activities in its broadest sense which include but not limited to: trade of goods, rents, loans, interests, trade of services, contracts, torts, compensations, and all rights and obligations related thereto.

Theory on Sources of Law has been stating that the sources of law are consisted of, among others: philosophy values, religion values, ethic or moral values, social values, culture values, customs values, traditions, and so on. They could become the inspirations or substances for the law makers in making the laws or its related regulations. All such various values therefrom were then

manifested into legal principles and norms. Therefore, legal norms are believed as realisation of certain values that live in certain societies. Religion values are believed as comes from God. Social and cultural values arose from social-cultural lives, and so on. Theory of Justice is also used as the theoretical framework in this research. There are some concepts of justice such as Plato's and Aristotle's theories of justice, until the theory of justice from John Rawls, for examples. From those well known various theories, this research employs the theory of justice that introduced and written by Gustav Radbruch and also to some extent, employs the theory of justice of John Rawls. Radbruch said that Law should be oriented to certainty, justice, and utility (Rahardjo, 2006). Another source also says that according to Radbruch, justice is meant as the balance or equality between rights and obligations. At the other side, Rawls's theory of justice stated that, among others, "Two principles of justice, first, everyone has the same right to basic freedoms and it is the same for all, second, inequality must be regulated in such a way as to benefit everyone, and all positions are open to all people (Rawls & Fauzan, 2006). According to Rawls, the conception of justice must be able to guarantee that every citizen has something that cannot be erased, which is rooted in justice, which even the public interest, cannot displace it (Rasuanto, 2005). As already stated above, the objectives of law includes: justice, certainty, and benefit (Suastama, 2019). As stated by Gustav Radbruch, if a law is too certainty-oriented, then it could sacrifice justice, whereas justice is one of the constitutive requirements of the Law (Rahardjo, 2006).

The *Koetara Agama* is a Law Book that Indonesia had ever possessed very long time ago. As Slametmulyana stated, that since long time ago, our nation actually possessed a legal system that regulates the order of life in society during the Majapahit kingdom era (Slametmulyana, 1979). It is also said that at that time there was already a book of "Law of Majapahit" named *Kutara Manawa* or commonly called *Kutara Agama*. The name of the law book in the Majapahit era was *Kutara Manawa* which was also called "Agama" which means "Law". The *Koetara Agama* texts as the object of this research / study is the *Koetara Agama* (or *Kutara Agama*) that had been compiled by Djlantik (1918) In his book entitled *Nagarakretagama*, Slametmulyana said that Professor Djokosutono, a professor and expert in customary law from the University of Indonesia, once stated that Indonesian Law should be able to use Majapahit Law. He seemed regretted when he once said, if the regulations of the Majapahit era were recorded and reached us, then we would already have had a national legal basis, unlike today. This statement could be interpreted that he wanted to use the Majapahit legislation as the basis for the National Law of the Republic of Indonesia. Prof. Djokosutono at that time served as the Head of the National Law Institute and received a special task from the President to compile National Law for substituting the Colonial Law, which is (unfortunately) still in effect until today).

Several writers also have the importance of the history of law as a source of values that should be traced in the current regulatory process. Munir Fuady in his book *Filsafat dan Teori Hukum Postmodern* (Philosophy and Theory of Postmodern Legal System) states that the history of law contains eternal universal values (Fuady, 2005). Ihromi, Editor of book *Antropologi dan Hukum* (Anthropology and Law) states that law enforcers need to have insights that are not only legalistic or juridical but also need to understand cultural and sociological aspects (Ihromi, 1984). Prof. Dr. Daoed Joesoef, the well-known former Minister of Education and Culture of the Republic of Indonesia, wrote that the *Yuris* (legal experts) were the architects of development (Kusumaatmadja, 1998).

Rahardjo in his book *Membedah Hukum Progresif* (Dissecting The Progressive Legal Theory) also states that : The history of laws show, among others, that law is not only in the form of laws, but also in the form of customs and traditions in society (Rahardjo, 2006). It is also said that the function of national law is to facilitate the growth of legal values in a pluralistic society and harmonize them within the framework of national law, and not to impose the values that are not needed/ are inconsistent with the legal needs of a pluralistic society. On the same page he also states that: Law is for humans, and not humans for law. And then, law exists not for itself but for a broader matters, namely human dignity, happiness, welfare, and glory.

Rasjidi says that regarding the relationship between law and socio-cultural values, a good law is a law that reflects the living values in the people (Rasjidi, 2002). Sidemen in his book *From Wilatikta*

to *Swecapura*, states that in the past there had been attempts from certain groups to change the prevailing values in Bali, among others, by way of Islamisation in Bali which turned out to be unsuccessful. Majapahit did fade and wane, but the influence of Majapahit is still present in Bali (Sidemen, 2010). As a Balinese, I feel as being called to participate in preserving the said Bali values that believed had underlaid Laws of Majapahit kingdom era, through conducting this research.

Suastama in his book, *Ekonomi dan Politik Dalam Arthasastra*, states that in the oldest management book in the world, namely *Arthasastra*, it has been stated that one of the sources of law that should be used as the basis for Judges (*Dharmastha*) in judging and enforcing the law is custom, or tradition that is accepted and practiced in society (Suastama, 2019). Suastama also stated in his book *Hukum Perlindungan Konsumen Indonesia*, that the essential purpose of Law is to embody the justice, the order, and the benefits in societies life. According to Plato, Law is a thought or view adopted by a community, originating from or growing from the customs (Artadi, 2003). In line with the Plato's view, it can be seen the important role of values that have lived and developed in a society as a source of positive law. Meanwhile, according to Windia, a lecturer at Law Faculty, Universitas Udayana in his book entitled *Menjawab Masalah Hukum (Answering Legal Problems)*, customary law is unwritten law, and is also conditional situational according to place, time, and circumstances. Customary law adheres to the principle of kinship and the most important thing according to customary law is not legal certainty / truth, but appropriateness (Windia, 1995). One of perspectives of The Critical Legal Approach, states that Law is actually unjust, although ideally it aims at realizing justice, but it is often shown in reality that laws are made and enforced for the interests of certain people or certain groups (Suastama, 2019). This is one of this research considerations, as one of efforts can be made to prevent the occurrence of such unfair / unjust laws, by way, for instance, referring to Indonesian classical traditional values, as a substantive source in law making process.

The above various opinions show that, one of criterions of good law is a law that based on certain values that are in accordance with values held and practiced by society where the law to be enforced. Although it is also said that law is a "tool" of social engineering, such as the concept of Sociological Jurisprudence School, but the concept that Law should be in line with the values held by society is also true. If the both views are combined, the approach can be: a change in society which is guided by law through law based on values that are in accordance with the living values in that society. One criteria of a Good Law also includes the ability to answer and anticipate various problems in the future as far as possible, thus it is hoped that the law can be enforced as long as possible, even if possible be enforced forever. This research aims are exploring and finding the aspects of Business Law (as meant today), in order to see the possibilities to revitalise such traditional (even ancient) norms and values into our current national legal system. It based on assumption that plenty of traditional values were construed very well and contained the norms that reflect the values of justice.

II. METHOD

This research method is qualitative legal research, or normative legal research, especially research upon the legal principles. As of the concept of qualitative research, reality is seen as a symbolic reality (not merely an empirical reality). It is symbolic reality or meaningful reality. The human world is a world of meaning. Phenomenon will be understood if we understand the world of meaning, of the actors / perpetrators (Suastama, 2019). Further, this research could be categorized as a normative legal research, which studied the principles and/or reasonings that laid behind certain laws or regulations. Therefore, the data collected for the sake of this research is consisting of data that obtained from relevant legal documents, or the data sources in the form of legal documents, especially *Koetara Agama* as already mentioned above.

Data for the sake of this research is collected through the following steps. First of all, I looked for all information relating to ancient written sources that suspectedly contained principles and laws of Indonesia's past time. From said initial searching activity, I fortunately found a book titled *Koetara Agama*, which had compiled the articles of a "Majapahit Law" namely *Koetara Agama* (Majapahit was a great kingdom of Indonesia in the past). This book was written by Goesti Putu Djlantik in 1918. By reading such ancient law texts thoroughly, for this research, it was expected that it would be found

all the provisions stipulated therein, and subsequently expected that they could be classified into fields of public law and/or private law, especially business law.

As stated above, this research is a qualitative research, which is conceptually aims to obtain deep understandings on certain objects, and / or exploring the deepest meanings of objects or events, in order to make a comprehensive description upon said things / events (as comprehensive as possible), regarding the reality and complexity thereof. As already known, the data collection techniques usually implemented in a qualitative research is focusing on digging the deepest data, therefore the quality of qualitative research is not only depending on how many informers / respondents to be involved, but depending on how deep the researcher could collect specific data from relevant sources. Consequently, this research could be said as result of examining and investigating process toward *Koetara Agama* and all its relevant law theories (as scientific basis), in order to reinventing the philosophical aspects and law values that laid behind the Majapahit Law. It is expected that this research result will be much contributable to the development of Indonesian Law.

III. RESULT AND DISCUSSION

The following is the report of all the articles in *Koetara Agama* (KA) related to Business Law. It is necessary to state that the excerpts of the articles in *Koetara Agama* (KA) below are quotations that have been adjusted to the language commonly practiced at present. It should be done since the KA articles, as quoted in Book *Koetara Agama*, the primary source of this research, were written in 1908, when the Indonesian spelling was different from the spelling in *Bahasa Indonesia* today. Efforts are made to synchronize the quotations as far as possible to prevent deviation from their original intents. Then the said articles were translated into English as the official language of this research paper. In *Koetara Agama* (in the future abbreviated and referred to as KA) article 9, it is stated that: Debts that are not attached to an exciting agreement and have never been collected by the creditor when the debtor was alive, then if the debtor is dead, their children may not collect or be collected. *Karoeroeban Adjang* is its name. If it is collected, and by force too, he/she will be fined 2200 pieces. *Djalak Awoerahan* is the name of this mistake.

The principle underlies the provision of article 9 of KA: The debt is not inherited. At first glance, it may raise a question, isn't it unfair? How is the interest of creditors if this principle is applied in the rule of law? Can this question be answered: Is it fair if a party who never intended to have a debt or even never wanted to be in debt is suddenly burdened with the obligation to bear the responsibility of paying the debt? Even though their parents themselves made the debt. In *Koetara Agama*'s perspective, the answer to such last question is: It is not fair. In KA's perspective, debt made by anyone, and never intended to be inherited, will only raise obligation to those who made such debt. KA article 11 states: "whoever runs money with interest, then, the appropriate interest rate is: 1 piece for every 200 pieces, and, if 10 pekoe (10,000 pieces) the interest is 100 pieces". (Note: 1 pekoe = 1000 pieces). It means that the appropriate interest rate (according to *Koetara Agama*) is in the range of from 0.5 (and half) percent to 1 (one) percent, with the provision that the more the amount, the less the interest rate. This provision is based on the value/principle that it is permissible to charge interest in the lending-borrowing money relationship. However, as long as the interest rate is not determined unilaterally.

From the above regulation, it can be seen that the applied interest rate is also not permanently fixed for any amount. The interest rate pattern applied is, for a considerable amount, the interest rate is lower. The philosophy of this rule is to prevent someone from earning money solely from lending money. This philosophy also appreciates a lender as being kind for allowing others to use their money, and therefore deserving of a small reward, as an appreciation of his good faith and actions. In KA, Article 17 states: "If someone picks up or finds an item, it is asked by the owner but it is not handed over. Asked to be willing to redeem is also not given, then the person who collects it must be fined the value of the goods he took and the goods must be returned to the owner". This provision is likely based on respect for honesty as a noble character. Several legal systems in various countries also value honesty, termed good faith. However, in this Majapahit Law, the value is that: the lousy intention is a crime.

If a person recognizes something that does not belong to him as his, and then it is proved that it is not his, then he not only fails to obtain something dishonestly, but he even deserves a fine for the value of the goods he dishonestly intends to own. Thus not only does he not own it, but also loses money as much as the item he wanted to own illegally. Here it appears that this rule of law considers terrible intentions crimes. In article 19 KA, it is stated: An agreement made before the court or *Kerta* that is already valid cannot be changed again by any party. The king must be like a stubborn stump that does not sway and is like an island of carved gold, so whoever denies/breaks the agreement, the king should punish with a fine of 10 peko. This article contains an ethical value that an agreement must be respected. This principle underlies most legal norms in various countries/societies regarding agreements. Once an agreement has been made or ratified by the parties, it must be regarded as a law and cannot be changed unilaterally, only on one party's proposal. The values contained in this article are commitment and consistency as the proper attitude. Also, the value of carefulness before entering an agreement. Consequently, any violation of this article is subject to a "fines penalty."

Article 23 KA states: If someone asks for the return of an item that he had given or donated, he will be fined eight peko. You will be fined ten peko if you lose other people's stored belongings. In this article, consistency is an attitude that is valued in society. On the other hand, it also means that inconsistency is an attitude that is considered inappropriate and unfair. Suppose someone has done an act or action, especially in this case related to the giving or delivering of certain assets. In that case, he must be consistent, and it is inappropriate to ask for it back without sufficient reason. Article 29 KA states: If someone borrows a cloth and then makes it dirty or torn, that person is obliged to replace it with a new similar cloth; if the cloth is lost, it must be replaced with a new cloth, "*oeroek amada baroe*." (Note: "oe" is the old Indonesian / old Indonesian spelling for the letter "u." Thus, the writing of "*oeroek amada baroe*" can also be written "*uruk amada baru*"). This article aims to establish, respect, or even order a sense of responsibility for parties who use or take advantage of other people's property. Every action that harms or reduces the value of other people's goods issues responsibility to compensate the loss with goods that are more valuable / of higher value than the goods he uses / exploits.

Article 30 KA states: A person borrows a gold ring, either light or fine gold. If the ring is lost, he must replace it with an old gold ring. That is how it should be. This article teaches that everyone should take good care of the property of others. If you cannot take good care of other people's belongings, it is better not to borrow or use other people's property because there is a big responsibility. The value underlies this rule is the respect for the rights of others. In Article 40 KA, it states: The rules for people in collecting the debt should be communicated in a sweet voice, and tell the debtors: when you want to charge him/them, when you are going to notify the royal officers, and when you will retain his / their goods; Then give him ten days. If, after ten days, he does not pay, he may be arrested (detained). The value that underlies this provision is: Even though a person has receivables, one must behave politely when collecting his rights/receivables. As stated above, for example, one must use a soft/sweet voice. This means it is inappropriate to use violence to collect debts/receivables. It is also stated that if there is a plan to report to the state apparatus/authority, notify beforehand. If you are going to retain/take hostage / to confiscate his belonging, you should notify him in advance and give him a proper time.

Article 44 KA states: "People who embezzle goods that are entrusted by people, for their own benefit or interest, they must be punished by returning the price of the goods entrusted to, two times, and also deserving of a fine for the King/state of 20 peko, "*maling celek*" the name of the mistake." The provision of this article contain the value that "abuse of trust" is a mistake that deserves a fine. Moreover, the punishment/sanction is to return the goods entrusted to him at twice the price. The doubling of the price of goods shows that Koetara Agama (KA) Law highly upholds trust. Article 46 KA states: "If the pawned item is used by a person that holds a pledge, without prior agreement, he is not obliged to receive interest money. If the item is damaged due to such use, the principal will be lost, and it is not obligatory to return it. "*Predana Bangsa*" the name of the mistake, and the pawned item must be compensated for ." This article contains the value that if the pledged / pawn goods are

used by the person holding the pledge without permission of the owner of the goods, it is a violation of rights which can cause the loss of his rights related to it. Moreover, if the goods are damaged, his money will be considered lost, and he also must compensate for the broken / damaged good with new ones. This article's value does reaffirm the importance of trustfulness in any transaction.

In article 59 KA, it states: "If a person holds a pawn of rice fields or gardens, which contains wood plants or living fences on the edge of the mortgaged land if the pawn holder cuts them down without permission from the pawn, then the pawn will be canceled / null ." The value of this article is goods that are entrusted must be guarded and cared for as well as possible. If the pledge holder changes the condition of the goods he pledged, he has made a mistake. Article 60 KA states that regarding the wage relationship: "A person who receives wages for climbing a tree but there is no witness when the agreement is made, if that person is injured or dies, then the one who hired him is obliged to pay losses. However, if the wages have been given and the witness states that he has accepted it, then in the event of harm (even to death), the wage giver is innocent, and such harm is a risk of employment". This article's value is that all a job's risks must be considered from the outset. If something happens, the employer still has responsibility for the safety of his workers unless it is proven that the worker already accepts and knows all the working risks he may face.

Article 66 KA states: "If a person borrows a buffalo, cow, or horse to be used for work if the animal is lost or dies in his hand, he is obliged to compensate for the loss." In other words, if someone borrows an animal for its benefit and work, the animal is lost or dies under his control or responsibility. It is his fault, and he is obliged to compensate the animal owner. The concept of justice value contained in this rule is that the negligence that harms other parties must be compensated. In certain views, some think that negligence or accident or accident is not a mistake. However, this view causes people to be less careful in their activities, especially when using other people's property. Article 75 KA states: "A person gives a debt and then unilaterally takes the debtor's property, for example, coconuts, vegetables, ducks, or chickens, so the debt must be considered lost, "*pradana sahas*" is the name of the mistake ." While in article 76 KA it is stated: "A person who collects receivables by taking everything he gets at the house of the person being billed if the parties are willing, then it is legal; And, if it is commensurate with the debt value, then it is paid up; if it is still lacking, then he can still claim the deficiency. However, if it is exceeding the debt value, then he must return the excess; if he does not want to return the excess, he should be punished by a fine the King of 20 pekoe and be punished for paying to the person who was billed the amount he had billed earlier. That mistake is called "*pradana mota kaya loba*."

The value of the provisions above is: that even though we have receivables, it does not mean we can act arbitrarily toward the debtor. Confiscation or unilaterally taking the debtor's goods can have consequences such as violating the Law. And such violating the Law not only causes the loss of our rights relating to the debt value, but we can also be subjected to penalties that will eventually increase our losses. The question is: does this value not conflict with the previously mentioned value? That the debtor should pay his debt? Why does it seem, in this article, that debtors are given protection and even privileges? The answer is that debt is indeed an obligation, and the debtor is obliged to pay his debt, but it does not mean that the owner of the right/ receivable can act arbitrarily to obtain his rights.

Article 82 KA states: "A person borrows an item on the ground that it will be used for work, if the item is sold or pawned, then he must be punished with a fine of 20 pekoe and the item should be returned twice to the owner. This error is called *maling atimpuh*". The philosophy of this article is the Obligation of each person to take good care of the objects/goods belonging to others, which have been entrusted to us/to him to be used/used/used for the benefit of us/that person. Moreover, if you sell or pawn the object/ goods in our power, it is a betrayal of the trust that has been given to us. The punishment/sanction is not limited to returning or compensating the item, but even returning it twice that amount, plus a fine of 20 pekoe. In Article 129 KA, it is stated: "This is the provision regarding the person in debt. If the father's debt is known to the child, then the father dies, then the child is obliged to pay the debt only to the creditor". While Article 130 KA states: "If the debt of a person is not known until the death of the debtor, then the debtor's child is not obliged to bear the debt, and it is not appropriate for him to be collected" (for his/her/their father's debt; coercive by author). Again, Article 131 KA states: "There are people who give debts/ loans, but there are no witnesses, there are no letters, and even the borrower's children do not know about such debt, then if the debtor dies, it is not his son's/children's obligation to bear his/ their father's debt." So, the philosophy of these articles

is that a debt should not be a burden to other parties who do not make such debt, even though he/ she/ they are the child/ are the debtor's children.

Article 136 KA states: If someone buys goods that have not been paid enough, 40 days have passed, and the payment still needs to be completed, then the shortfall must be paid twice. The value/ meaning of this article is that everyone is obliged to respect the rights of others. Everyone is obliged to fulfill their obligations, especially if it relates to the rights of others. The example in the article above showed that the value system adopted at the time when this rule was made and enforced is that 40 days is considered a sufficient time for each person to pay, in cash and in full, for the goods purchased. That is, the period of 40 days has passed without any payment/ settlement. It is considered that the price of the goods has been doubled or the remaining obligations have been doubled.

Article 154 KA states that there are people in litigation, each claiming/ acknowledging a right. Whoever works on it longer and first should win, while whoever starts to work on it later than the former must be defeated. That is what is said in the Law of

Koetara Agama. While Article 169 KA states: "There are people suing about the land. Whoever has been working on it for a longer time, it has been five years, or even up to ten years, the King must grant the land to him, and his opponent must be punished with a fine of 40 pekoe".

Article 170 KA states: "There are people who recognize (a piece of) land. If it is clear that the land does not belong to him, "*walat boemi*" is the name of his mistake, he must be punished with a fine of 160 pekoe". The concept of justice in said rules is that it is unfair and unjust to claim something that is not rightfully ours/his/hers/theirs. People who claim things they are not entitled to must have their claim rejected in court and even be added sanctions/ fines. It seems that this Law respects upholding the nobility of good faith and honesty as the main values of virtue and justice, and therefore strongly condemns the act of claiming the things he is/ they are not entitled to.

Meanwhile, regarding loans in the form of money, *Koetara Agama* regulates, among others, as article 165 KA states: "There are people borrowing money without being burdened with interest or any obligation if up to six years the debt has not been paid or returned, *sinambegal* is the name of the mistake, they must be fined as a thief and return the loan doubled ." The concept of this rule is an affirmation of respect for others' property rights. A loan is a loan. A loan or the right to use something does not eliminate the rights of the legal owner of such rights. Even if up to 6 years are not returned yet, it will be considered theft, and the required return of the amount will be doubled.

In this section, the philosophical values are extracted from the overall provisions of *Koetara Agama* already discussed above. From analyzing the provisions of the *Koetara Agama* articles, it can be seen that several central values underlie *Koetara Agama* provisions, which include but are not limited to the following values: Debt is a personal responsibility; Loan interest is permitted/allowed; Bad faith / bad intention is a crime (in perspective of *Koetara Agama* Law). There are also these following values, which seem proper to be deemed as the philosophical foundation of *Koetara Agama* (KA) Law, particularly about the field presently called Business Law. The said values include but are not limited to the Obligation to take good care of other people's belongings and the respect for the rights of others (such as stated in article 29 KA). The value that all job risks must be considered from the outset is also basing this Law (such as stated in article 60 KA). Then, the value that the negligence that harms other parties must be compensated. While, in certain views, there is a thought that negligence or accident is not a mistake. But this view may cause people to be less careful in their activities, especially when using other people's property (see article 66 KA).

Consistency as an attitude or behavior is highly appreciated in Majapahit's society. It also means, consequently, that inconsistency is considered as inappropriate and unfair manner. If someone has done an action (for instance: giving certain assets), then he must be consistent, and it is inappropriate to ask for the assets back without sufficient reason. About Debt and Receivables, the value likely laid behind KA provisions is, among others: If the debt payment is still lacking, the creditor can still claim the deficiency. But if it exceeds the debt value, he must return the excess; If he refuses to return the excess, he should be punished by a fine for the King of 20 pekoe, and also should be punished by paying back to the person who was billed for the amount he had billed earlier (as provided for in article 75 KA). There is also a philosophy in a particular article, and each person must take good care of the objects/goods belonging to others that have been entrusted to him to be used for his benefit. Moreover, if someone sells or pawns the object/goods in his hand, it is a betrayal of trust. Then, the

punishment/sanction is not only returning or compensating such items, but even returning them twice the amount, plus a fine of 20 pekoe (Article 82 KA).

The value that performing an act or action for a particular sake that can create an obligation or a responsibility may not result in the other party's Obligation to bear / to be responsible for all consequences that arise/ appear/ occur thereof (Article 129 KA). There are also the values that it is unfair and unjust to claim something that is not rightfully ours/his/hers/theirs. People who claim things they are not entitled to must have their claim rejected in court and even be added with sanctions/ fines (Articles 154,169,170 KA). Last but not least is the value or principle containing an affirmation of respect for Property Rights. A loan will always be a loan. A loan or the right to use something does not eliminate the owner's rights. Even if the loan is not returned for up to six years, it will be considered theft, and consequently, he is required to return the amount doubled (As provided for in Article 165 KA).

IV. CONCLUSION

Business Law was regulated comprehensively in Koetara Agama (KA). It can be proven by looking at all the business fields or sectors that KA has regulated and the existence of multidimensional provisions and regulations stipulated in KA. For instance, KA has been regulating the following matters: Debt, Loan, Interests Rate, Good Faith, Bad Faith, Property Rights, Torts, Compensations, Employments, Contracts, Business Dispute Resolutions, Sanctions, Fines, and Penalties.

Values/Principles of Justice that are brought and contained by and in Koetara Agama (KA) include but are not limited to

1. Value/Principle stating the obligation to take good care of other people's belongings or respect the rights of others (Article 29 KA);
2. Value/Principle that all risks of jobs must be considered from the outset thereof (Article 60 KA);
3. Value/Principle that negligence that harms other parties must be compensated (Article 66 KA);
4. Value/Principle of Consistency and Honesty (Good Faith);
5. Value/Principle of not claiming for things that are not our rights (Article 75, 154,169,170 KA);
6. Value/Principle that an action that creates obligation/responsibility may not result in the other party's obligation (Article 129 KA);
7. Value/Principle of respecting property rights.

A loan will always be a loan. It will never eliminate lenders' rights. A unique provision in KA is: If the loan is not returned until six years, it will be considered theft, and consequently, the debtor is required to return the amount "doubled" (Article 165 KA).

REFERENCES

- Artadi, I. K. (2003). *Hukum Adat Bali Dengan Aneka Masalahnya*. Pustaka Bali Post.
- Djlantik, I. G. P. (1918). *Wetboek Koetara Agama*. Landsdrukkerij.
- Fuady, M. (2005). *Filsafat dan Teori Hukum Postmodern*. Citra Aditya Bakti.
- Ihromi. (1984). *Antropologi dan Hukum*. Yayasan Obor Indonesia.
- Kusumaatmadja, M. (1998). *Beberapa Pemikiran Hukum Memasuki Abad XXI*. Penerbit Angkasa.
- Rahardjo, S. (2006). *Membedah Hukum Progresif*. Penerbit Buku Kompas.
- Rasjidi, L., & Rasjidi, I. T. (2002). *Pengantar Filsafat Hukum*. Penerbit Mandar Maju.
- Rasuanto, B. (2005). *Keadilan Sosial*. Gramedia Pustaka Utama.
- Rawls, J., & Fauzan, U. (2006). *Teori Keadilan, Theory of Justice, trans.* Penerbit Pustaka Pelajar.
- Sidemen, I. B. (2010). *Dari Wilatikta Ke Swecapura*. PT Tunas Jaya Sanur.
- Slametmulyana. (1979). *Nagarakretagama*. Bhratara Karya Aksara.
- Suastama, I. B. R. (2019). *Hukum Perlindungan Konsumen Indonesia (3rd ed.)*. ESBE Buku.
- Windia, W. (1995). *Menjawab Masalah Hukum*. PT BP.