

## **ABSTRAK**

### **PENERAPAN KLAUSUL NON-KOMPETISI DI INDONESIA DALAM PELANGGARAN PERJANJIAN KERJA**

**Oleh :**

**ADINDA AURELLIA SALSABILLA**

Klausul non-kompetisi merupakan ketentuan dalam perjanjian kerja yang membatasi pekerja untuk tidak bekerja pada perusahaan pesaing atau menjalankan usaha sejenis setelah berakhirnya hubungan kerja. Penerapan klausul non kompetisi di Indonesia masih menimbulkan perdebatan karena berpotensi bertentangan dengan hak konstitusional tenaga kerja untuk memperoleh pekerjaan dan penghidupan yang layak. Oleh karena itu, penelitian ini bertujuan untuk menganalisis eksistensi dan regulasi klausul non kompetisi serta keabsahan dari penyertaan klausul tersebut dalam perjanjian kerja menurut hukum di Indonesia.

Jenis penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan peraturan perundang-undangan, pendekatan kasus, dan pendekatan asas. Data penelitian ialah data primer yang terdiri dari data primer, sekunder, dan tersier, meliputi doktrin hukum dan putusan pengadilan yang berkaitan dengan klausul non-kompetisi dan perjanjian kerja. Pengumpulan data dilakukan melalui studi kepustakaan dan studi dokumen. Pengolahan data dilakukan dengan pemeriksaan data, klasifikasi data, dan sistematisasi data, yang kemudian dianalisis secara kualitatif.

Hasil penelitian menunjukkan bahwa klausul non kompetisi dapat diterapkan dalam perjanjian kerja sepanjang tidak bertentangan dengan ketentuan peraturan perundang-undangan, prinsip keadilan, serta tidak merugikan hak pekerja secara berlebihan. Saat terjadi pelanggaran klausul non kompetisi, penyelesaiannya bergantung pada substansi perjanjian kerja, asas kebebasan berkontrak, serta pertimbangan hakim dalam menilai keseimbangan kepentingan antara pekerja dan pengusaha. Dengan demikian, penerapan klausul non kompetisi di Indonesia memerlukan pengaturan yang jelas agar memberikan kepastian hukum dan perlindungan yang adil bagi para pihak.

***Kata Kunci : Klausul Non-Kompetisi, Perjanjian Kerja, Hukum Ketenagakerjaan.***

## **ABSTRACT**

### **IMPLEMENTATION OF NON-COMPETITION CLAUSES IN INDONESIA IN EMPLOYMENT AGREEMENT VIOLATIONS**

**By:**

**ADINDA AURELLIA SALSABILLA**

*A non-competition clause is a provision in an employment agreement that restricts workers from working for a competitor or running a similar business after the employment relationship ends. The application of non-competition clauses in Indonesia remains controversial due to their potential to conflict with workers' constitutional rights to employment and a decent living. Therefore, this study aims to analyze the existence and regulation of non-competition clauses, as well as the legality of including them in employment agreements under Indonesian law.*

*The type of research used is normative legal research with a statutory regulatory approach, a case approach, and a principled approach. The research data is primary data consisting of primary, secondary, and tertiary data, including legal doctrine and court decisions related to non-competition clauses and employment agreements. Data collection was conducted through literature and document studies. Data processing was carried out through data examination, data classification, and data systematization, which were then analyzed qualitatively.*

*The research findings indicate that non-competition clauses can be implemented in employment agreements as long as they do not conflict with statutory provisions, the principle of fairness, and do not unduly harm workers' rights. When a non-competition clause is violated, the resolution depends on the substance of the employment agreement, the principle of freedom of contract, and the judge's consideration in assessing the balance of interests between workers and employers. Therefore, the implementation of non-competition clauses in Indonesia requires clear regulations to provide legal certainty and fair protection for all parties.*

*The research findings indicate that non-competition clauses can be implemented in employment agreements as long as they do not conflict with statutory provisions, the principle of fairness, and do not unduly harm workers' rights. When a non-competition clause is violated, the resolution depends on the substance of the employment agreement, the principle of freedom of contract, and the judge's consideration in assessing the balance of interests between workers and employers. Therefore, the implementation of non-competition clauses in Indonesia requires clear regulations to provide legal certainty and fair protection for all parties.*

**Keywords: Non-Competition Clauses, Employment Agreements, Labor Law.**