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VALIDITY OF THE THESIS JOCKEY SERVICES AGREEMENT

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Abstract: General Background: The increasing demand for academic support services has led to the emergence of thesis jockey services, raising important legal questions regarding the validity of such agreements. **Specific Background:** This research specifically examines the legal conditions necessary for the validity of thesis jockey service agreements, focusing on their compliance with the Civil Code. **Knowledge Gap:** Despite the growing prevalence of these services, there is limited scholarly analysis on the legal implications and protections surrounding them. **Aims:** The study aims to explore the validity of thesis jockey service agreements by assessing their halal causes in relation to thesis consultation services. **Results:** Utilizing a normative juridical methodology with a statutory approach, the findings reveal that the validity of these agreements hinges on specific criteria outlined in the Civil Code, particularly concerning lawful objectives and mutual consent. **Novelty:** This research contributes to the discourse by highlighting the often-overlooked legal implications of thesis jockey services and the necessity for clarity in their contractual frameworks. **Implications:** The findings underscore the importance of legal awareness among stakeholders and advocate for enhanced protections to ensure the validity of thesis jockey service agreements, thereby promoting ethical academic practices and safeguarding the interests of all parties involved.

Keywords: Validity of the Agreement, Thesis Jockey Services, Halal Reasons.

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Introduction

Humans are blessed with an extraordinary mind and intellect. This is a gift that sets us apart from other creatures on this planet. The ability to think, plan and solve problems using our minds is a very noble thing. With our minds, humans are able to create advanced technology, inspiring art, and world-changing scientific discoveries. This privilege also gives us the ability to understand and appreciate beauty, empathy and morality, allowing us to live in a more civilized and empathetic society [1].

In addition, the human mind gives us the power to learn from the past, plan for the future, and make wise decisions. This allows us to constantly evolve, innovate and improve our own living conditions as well as the environment around us. By using reason, humans have great potential to achieve higher goals, build meaningful relationships, and leave a positive legacy for future generations. Therefore, being given reason is a very noble gift indeed, and it is our responsibility to use it wisely for the good of ourselves and the world around us [2].

Higher education is very important as it gives individuals the opportunity to expand their knowledge and skills in their field of interest. In college, we can study things more specifically and in-depth compared to previous levels of education. This allows us to become experts in a particular

field, such as science, law, art, engineering, or business [3].

In addition, higher education also opens the door to better job opportunities. Many jobs require high qualifications, and having a bachelor's degree or higher can increase the likelihood of getting the desired job. College is also a place where we can meet various people and build professional networks that are invaluable for the future. Through interactions with lecturers and classmates, we can broaden our horizons, hear new perspectives, and gain inspiration to achieve our career goals [4].

A student is a person or student who has completed high school, then continues his education to a higher level, namely college. Students will learn a wider range of knowledge and improve their skills to become an expert in their field and improve their moral education better and more qualified. Students who have decided to continue their higher education, of course, want to get a Bachelor's degree (S1) which is worthy of being used or juxtaposed next to their name [5].

However, the bachelor's degree will be obtained by students, if they have completed the study program at their higher education with the provisions that they have completed their study period for 3.5 to 4 years or a maximum of 14 semesters which are charged with Semester Credit Units (SKS) of 144 or 146 SKS. Students must also complete their final project in the form of a Thesis or Scientific Article. The Director General of Higher Education also emphasized that students who want to get a Strata 1 (S1) bachelor's degree must have the ability to write scientifically, namely making Thesis or Scientific Articles because it is one of the student requirements that must be carried out in order to get a bachelor's degree according to their study program [6].

A thesis is like a big assignment that students have to do in college, especially to get a bachelor's degree. It is like a research project or a long piece of writing on a specific topic chosen by the student. In a thesis, students have to prove that they can investigate, understand, and present information in a scientific and structured way. This process involves collecting data, analyzing it, and writing up findings and conclusions. The thesis is a way for students to demonstrate their ability to understand and explore their chosen field of study [7].

Graduation requirements for obtaining a degree are regulated in Article 25 Paragraph (1) of Law No. 20/2003 on the National Education System, which states that "Universities have the authority to determine graduation requirements for academic, professional, or vocational degrees." Universities are authorized to determine graduation requirements, including the preparation of scientific works such as theses or articles as one of the requirements.

In this context, scientific work or thesis must be prepared by students using their own thoughts and efforts, without plagiarism. This principle is further explained in Article 1 point (6) of Permendiknas No. 17 of 2010 concerning Prevention and Control of Plagiarism in Higher Education. According to the article, scientific work is academic work written by students, teachers, researchers, or education personnel at universities, both printed and electronic, and can be published and presented.

Nowadays, thesis writing services have become common in the campus environment and beyond. This phenomenon is no longer considered a secret, but has drawn criticism, even among scientists themselves there are doubts. Such services are usually closed and confidential. The use of such services can be ethically bad because it provides the wrong education and reduces the ability of students to complete their academic tasks. In addition, it is considered that paying someone else to complete a thesis does not represent the effort and independence that a student should have. If a student relies on such services to complete his/her thesis, such actions can be detrimental to grades and may lead to sanctions for the student [8].

The phenomenon related to thesis writing services attracts researchers' attention. This service, although controversial, is a form of service business that requires assessment from various perspectives. This evaluation not only involves academic aspects, but also considers the legal aspects of the agreement. On this basis, the researcher is interested in exploring this phenomenon in a study entitled "The Validity of the Thesis Jockey Service Agreement".

The previous researcher, namely Rasyida in 2019, has conducted a study entitled "Buying and Selling Thesis Making Services Through Online Media in Malang City (Legal Research on Law No. 19 of 2016 Regarding Electronic Information and Transactions and Islamic Law)." This study shows that the service provider may violate Article 51 of the ITE Law, but the service violates Articles 27 and 35. Because the object of the contract is not disclosed at the beginning of the contract, the sale and purchase of thesis is considered a type of *bai'istishna* contract in Islamic law. Salaries can be paid in advance, in installments, or at the end, and there is no additional time limit for presenting the established contract courses. This is due to the fact that the lecturer's decision determines the completion of the thesis. However, from the point of view of Islamic law, the completed work contract does not fulfill the terms of the contract because the subject of the contract is prohibited by *shara* [9].

Furthermore, there is research from Diska Eren Arfiani conducting research with the title "Tulungagung Student Thesis Jockey Service Transactions in the Perspective of Conventional Law and Sharia Economic Law". The results of this study indicate that the thesis is included in the category of works guaranteed copyright by the Copyright Act, so the practice of thesis jockeying has the potential for copyright infringement. Nevertheless, according to Law No. 28 of 2014, the use of thesis jockey services is not a problem if done correctly and does not harm copyright holders. In Sharia Economic Law, thesis jockey service transactions can be considered the same as *bai'istishna* sale and purchase, but this practice is prohibited because there is no clarity about the goods obtained (*maqud alaih*). It is important to note that there is a violation of the principles of *muammalah*, including the principle of *tawhidi*, the principle of truth, and the principle of justice, which are the basis for conducting *muammalah* contracts in Sharia Economic Law [10].

From the two previous studies, it can be concluded that the focus of the two studies discussed thesis buying and selling services in online media and copyright infringement in conducting thesis jockey services. Whereas in this research, I will discuss the validity of the agreement in the thesis jockey service.

Methods

This research uses the Normative Juridical method, using the type of statutory approach (statute approach), the primary legal material used studies the Civil Code (KUHPerdata) regarding the valid terms of the agreement, the secondary material used is through literaur books and journals related to the research topic. This research is descriptive in nature providing a concrete explanation of the state of the object under study. The data is processed inductively, namely analyzing the Law and other legal materials related to the research studied, so as to answer the validity of the agreement on the thesis jockey service.

Results and Discussion

A. The Validity of Thesis Jockey Services from the Aspect of Agreement

The use of the term "agreement" has its roots in the Dutch language, namely "overeenkomst." In Indonesian law, there is a definition contained in Article 1313 of the Civil Code. According to this article, an agreement is defined as an act in which one or more individuals voluntarily bind themselves to one or more individuals. The essence of the article reflects the

existence of a mutual attachment relationship between two parties. Meanwhile, Article 1233 of the Civil Code states that an agreement is born because there is an agreement or based on the governing law, in the object of the agreement, Article 1234 of the Civil Code explains that the agreement is intended to give an object of something, perform a legal action, and or not do something. In the agreement there are also legal consequences that can be caused.

Although Article 1313 of the Civil Code provides a simple description, Ahmadi Miru and Sakka Pati in their work, "Law of Engagement," explain that an agreement involves one party promising and binding itself to the other party. This definition underscores the concept of attachment that is at the core of the agreement. According to R. Subekti's view, an agreement is a situation where one individual makes a promise to another individual or where two individuals agree to carry out something together. This view gives a personal nuance to the context of the agreement, where the relationship between individuals plays a key role.

Sudikno Mertokusumo, in "Knowing Law (An Introduction)," defines an agreement as a legal relationship between two or more parties based on an agreement to cause legal consequences. In this perspective, the agreement becomes the basis for the emergence of legal consequences that bind the parties involved. Black's Law Dictionary provides a definition that emphasizes an agreement between two or more individuals.

The core definition of the dictionary highlights that a contract can be understood as an agreement between the parties involved, which involves an obligation to perform or refrain from an action. Overall, the understanding of an agreement in a legal context includes aspects of voluntary agreement, mutual engagement between the parties involved, and the legal effects that arise as a consequence of the action.

Article 1321 of the Civil Code confirms that an agreement has no legal force if it is given due to mistake, coercion, or fraud. Article 1322 of the Civil Code elaborates the element of mistake into two, namely mistake related to the nature of the goods and mistake regarding the binding parties [11]. Coercion and fraud are also explained in Article 1323 and Article 1328 of the Civil Code as the basis for canceling an agreement.

Agreement as a conformity of will between the parties, and is one of the conditions for the validity of an agreement according to Article 1320 of the Civil Code. The arising of rights and obligations as a legal consequence of the agreement, with the possibility of demands if the performance is not fulfilled [12].

That in the thesis jockey service transaction the two parties have certainly agreed that their respective obligations and rights must be fulfilled. The thesis maker has the obligation to make a thesis according to the request of the buyer or user of thesis jockey services. And the rights of thesis makers must also be fulfilled by buyers or users of thesis jockey services in the form of providing wages or fees for these services that have been agreed upon at the beginning which are submitted after the thesis is finished or submitted at the beginning in full.

B. Validity of Skrispi Jockey Services from the Aspect of Proficiency

The validity of an agreement is a crucial aspect in the context of civil law, especially based on Article 1320 of the Civil Code. The article indicates that an agreement will have validity if it meets the requirements of a valid agreement. Therefore, it is important to evaluate whether the agreement involved in the transaction of using a thesis jockey service complies with the provisions stipulated by law.

The provisions of Article 1330 of the Civil Code stipulate that a person is deemed incapable if he or she is a minor, placed under guardianship, or the wife of a husband who is still subject to the

Civil Code (although this regulation has been abolished by Marriage Law No. 1 of 1974).

Article 31 (1) of the Marriage Law states, “The rights and position of the wife are equal to the rights and position of the husband in household life and in the community,” and Article 31(2) of the Marriage Law expressly states, “Women are competent to enter into an agreement.” Based on the Supreme Court Circular Letter No. III of 1963, individuals who have the ability to perform legal acts independently have been included.

That in the implementation of this thesis jockey service, it is certain that both parties are old enough and capable, because most people or students who perform this thesis jockey service are final semester students and the average age is above 17 years. Both providers or makers and buyers or users of thesis jockey services are both mature and capable and can take responsibility for all things or behavior they do, especially in this thesis jockey service.

C. The Validity of Skrispi Jockey Services from the Aspect of Certain Objects

Article 1332 of the Civil Code stipulates that the object of an agreement must be tradable goods, with goods being defined as something that can be classified. This means that everything that becomes the object of the agreement must not conflict with decency, law, or public order.

Generally, the thing that is the focus of a contract is part of the legal matter. In a broader context, legal material can be a real or abstract physical object, it can be an action or work performed, either actively or passively. The action in question is something concrete and measurable that relates to the interests of the parties involved in the agreement.[13]

Performance, i.e. giving, doing, or not doing, is the purpose of the core agreement. Sometimes, in an agreement, default occurs, which means not fulfilling the promised performance. In terms of default, Prof. Subekti divides it into four types: not performing at all; performing but late or not on time; performing imperfectly; and doing something prohibited by the contract [14].

In the more specific context of contract law, Article 1320 of the Civil Code emphasizes that the object of the contract must be clear and identifiable. In relation to actions, this contract object refers to “achievements” in accordance with Article 1234 of the Civil Code. The material regarding this achievement has been discussed previously. R.Setiawan also suggests several requirements that must be met so that the object of the contract is considered valid [15].

That in thesis jockey services, of course, the object is clear regarding thesis jockey services that can be traded even though the object is only visible after the thesis maker has finished making his thesis and can be submitted to the buyer or user of the thesis jockey service.

D. Validity of Skrispi Jockey Services from the Aspect of Halal Causa

Article 1365 of the Civil Code explains that every action that violates the law and causes harm to others makes the perpetrator responsible for compensating for these losses. An agreement is invalid if it is made without a valid reason, on false grounds, or on prohibited grounds. The legal impact of the non-fulfillment of legal requirements is the invalidation of the agreement, either in the form of annulment or null and void. Meanwhile, the legal consequences of a valid agreement are binding for the parties in accordance with the rules of law (Article 1338 of the Civil Code).

In discussing the validity of thesis jockey services from the aspect of halal causa, it is divided into two, namely: Thesis jockey services that are made as a whole starting from the title to the discussion and completion of the thesis is made; In addition, there are consulting services regarding the thesis.

1. Thesis Jockey Service

The validity of thesis jockey services from the aspect of halal causa can clearly be said to be not halal and the agreement can be null and void. Because the buyer or user of the thesis jockey

service has violated the provisions in Article 25 paragraph (1) and paragraph (2) of Law Number 20 of 2003 concerning the National Education System. Where the thesis should be made by yourself but use the services of a thesis jockey to complete the thesis assignment, the method used is included as an unlawful method or unlawful causa. So that the validity of this agreement is invalid or can be null and void, therefore if there is a default by the seller or maker who does not complete his task in making this thesis, he cannot be held responsible because it clearly does not meet the legal requirements of the agreement and is directly null and void. In addition, the thesis resulting from the thesis jockey service is not the pure result of the student's thoughts but the result of the thoughts of the service provider or the one who made the thesis, so that the thesis is not valid as a graduation requirement to get a bachelor's degree.

2. Thesis Consultation Services

Unlike the thesis jockey service, this thesis consultation service only serves the field of thesis writing consultation or this service user already has an idea but is still confused in writing it so asks the service to help write it, so that the results of this thesis are still in the ideas of the students who use this service not the results of the ideas of the service provider. This thesis consultation service can usually be in the form of a language editor, where every student who uses this service when writing a thesis the language used is not correct and not good, then the task of this language editor is to correct it so that it can become a writing that is suitable for reading. In addition, in using consultation services, students will certainly get guidance and advice to students so that their thesis writing can be completed properly. The validity of thesis consultation services from the aspect of halal causa can certainly be said to be halal because it does not violate the law and does not harm anyone and the agreement in this thesis consultation service is legally valid and accountable.

Conclusion

In the context of the validity of the jockey service agreement, this thesis is said to be invalid because it does not fulfill all the requirements for the validity of the agreement, only fulfills three valid conditions of the agreement, namely agreement. Capability and object. Meanwhile, the legal causa is not fulfilled because it violates the law so that it is not lawful and directly this agreement is null and void and the thesis results from the thesis jockey service are not valid as a graduation requirement to get a bachelor's degree.

It is very different from thesis consulting services where all the requirements of the agreement are valid and have fulfilled the legal causa. Because in writing the thesis, students who use this service still pour their ideas to the writer's service to be assisted in writing their thesis and editing the language so that it is still suitable as a scientific work for graduation requirements and getting a bachelor's degree.

So it can be concluded that the validity of this thesis jockey service agreement is invalid and can be null and void because it does not fulfill one of the valid requirements of the agreement, namely halal causa, while the validity of this thesis consultation service agreement in the form of language editing and still remains in the idea of the author, this is said to be valid because it fulfills all the requirements for the validity of the agreement.

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