

## Analysis of Commercial Law Studies, Its Influence on Inflation in A Country's Economy, and Legal Politics on The Phenomenon of Counterfeit Money Printing and Circulation in Indonesia

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### ABSTRACT

The police dismantled a syndicate of counterfeit money making and circulation operating in the UIN Alauddin Makassar Library building. The police have identified 17 suspects with evidence worth hundreds of trillions of rupiah. This case began when one of the perpetrators paid motorcycle installments at one of the leasing companies on Jalan Pelita Lamengi, Bontoala Village, Pallangga District, Gowa Regency. The police who received the report intervened and finally uncovered this syndicate. This study employs normative legal research methods, which focus on analyzing legal norms and regulations relevant to the research topic. Normative legal research is a scientific procedure to discover the truth through logical reasoning based on the established principles of law. This method systematically examines legal materials, including legislation, case law, and legal doctrines, to provide a comprehensive understanding of the issue under study. The data used in this study are primarily secondary in nature, consisting of laws, regulations, legal precedents, and scholarly legal commentaries that are pertinent to the topic of Commercial Law dan Political Law. Once the relevant legal materials were collected, the data analysis process began with systematically interpreting legal texts, focusing on their application to sexual violence and commercial law. This included evaluating the purpose, scope, and application of laws and identifying any inconsistencies or gaps. A comparative legal analysis was also employed, where necessary, to contrast Indonesian laws with international conventions and legal practices from other countries, highlighting differences and suggesting improvements. Finally, the findings were synthesized to propose recommendations for enhancing legal protections against sexual violence and human trafficking. This detailed methodological approach ensures that the research is grounded in thorough legal analysis, enabling readers to understand the steps taken to collect and interpret the data without needing to refer to external sources. The author concludes that the meaning of a cause that is not prohibited or halal in the context of the agreement is related to the agreement's content or the goals to be achieved by the parties involved. The content of an agreement must not be contrary to law, morality, or public order. This is in accordance with the provisions of Article 1337 of the Civil Code, which explains that a cause is prohibited if the cause is prohibited by law or if the cause is contrary to morality or public order. This is where the problem occurs. The object of the counterfeit money trade turned out to violate the provisions of laws and regulations. Basically, the prohibition related to counterfeit money has been expressly regulated in Articles 26 and 27 of Law Number 7 of 2011 concerning Currency as follows: Article 26 jo. Article 36 Everyone is prohibited from counterfeiting rupiah, with a maximum penalty of imprisonment of 10 years and a maximum fine of Rp10 billion. If it is associated between political and legal purposes with the case of printing and circulation of counterfeit money, these activities cannot provide welfare to the community because if the circulation of counterfeit money is high and the public does not know that the money is fake, it can interfere with the inflation of the Rupiah currency because there is too much money circulating in the community and it is getting out of control. If this continues, it will have an impact on the country's economic sector and can create an economic crisis in a country.

**Keywords:** Investment, Commercial Law, and Legal Political Objectives

## **INTRODUCTION**

The police dismantled a syndicate of counterfeit money making and circulation operating in the UIN Alauddin Makassar Library building. The police have identified a total of 17 suspects with evidence worth hundreds of trillions of rupiah. This case began when one of the perpetrators paid motorcycle installments at a leasing company on Jalan Pelita Lamengi, Bontoala Village, Pallangga District, Gowa Regency, Tuesday (26/11). The police who received the report intervened and finally uncovered this syndicate.

Summarized by detikSulsel, Friday (20/12/2024), here are 12 facts about the case of the counterfeit money factory syndicate at UIN Alauddin Makassar:

### **1. List of 17 Suspects in Counterfeit Money Factories**

A total of 17 suspects in the counterfeit money factory case of the UIN Alauddin Makassar syndicate are known to have different backgrounds. The number of suspects is said to still be increasing because the police are still hunting for a number of DPOs who are suspected of being the fake money factory syndicate network.

"We arrested 17 suspects. This can still increase," said South Sulawesi Police Chief Inspector General Yudhiawan during a conference at the Gowa Police Headquarters, Thursday (19/12/2024).

The 17 suspects were charged with Article 36 paragraph 1, paragraph 2, paragraph 3 and Article 37 paragraphs 1 and 2 of Law Number 7 of 2011 concerning Currency. The perpetrators are threatened with criminal threats for a maximum of 10 years to life.

The following is a list of suspects in the UIN Alauddin Makassar syndicate counterfeit money factory case:

1. Andi Ibrahim, 54 years old (Head of Library of UIN Alauddin Makassar)
2. MN, 40 years old (Campus staff of UIN Alauddin Makassar)
3. MS, 52 years old (The first person to produce counterfeit money)
4. IR, 37 years old (Bank employee)
5. AK, 50 years old (Bank employee)
6. TA, 52 years old (ASN Person of the West Sulawesi Provincial Government)
7. MMB, 40 years old (West Sulawesi Provincial Government Person)
8. SM, 58 years old (ASN Person)
9. SI, 55 years old (ASN Person)
10. AA, 42 years old, previously referred to as 22 years old. (Counterfeit money safety thread printer)
11. SW, 35 years old
12. KN, 48 years old
13. JB, 68 years old
14. S, 60 years old
15. IH, 42 years old
16. M, 37 years old
17. R, 49 years old

### **2. Head of Library Andi Ibrahim Brains Counterfeit Money Syndicate**

The police said the roles of the 17 suspects were quite diverse, namely some produced counterfeit money and some circulated. Meanwhile, Andi Ibrahim himself is the brains of this counterfeit money syndicate.

"These 17 people have different roles, yes, but the central role is in the AI brother," said Yudhiawan.

According to Yudhiawan, the suspects who circulate usually buy counterfeit money first. Those who circulate will profit up to 100 percent of the value of the counterfeit money they buy.

"Well, the ratio of counterfeit money is one to two. So one is real, two are counterfeit, and then this transaction has gone through several other suspects," added Yudhiawan.

### **3. Involvement of 2 Bank Employees**

Two of the 17 suspects in the counterfeit money syndicate at UIN Alauddin Makassar are bank employees. Both are said to work at 2 different state-owned banks.

"Of the 17 suspects, 2 of them are individuals from Indonesian state-owned banks," said Gowa Police Chief AKBP Rheonald T. Simanjuntak during a press conference on the counterfeit money case at the Gowa Police Headquarters, Thursday (19/12).

The two suspects have the initials IR (37) and AK (50) respectively. Rheonald also revealed the role of the two suspects.

"He is basically included in his role of buying and selling counterfeit money. He also uses, he also sells, he also buys," said Rheonald.

"So we don't call the bank, because it has nothing to do with it. This transaction is outside of where they work, so it's just the status," he said.

### **4. Counterfeit Money Equipped with Safety Thread**

One of the suspects, namely AA, was revealed to be the man who made the safety thread of counterfeit money. Suspect AA himself was arrested in Anabanua, Maniangepajo District, Wajo Regency on Monday (16/12) at around 17.30 WITA.

"We have secured in Wajo one of the perpetrators of counterfeit money printing at the UIN Alauddin Makassar Campus. His role is to make counterfeit money threads," said Head of Criminal Investigation of the Wajo Police Iptu Alvin Aji Kurniawan to detikSulsel, Wednesday (18/12).

According to Alvin, the perpetrator was arrested without resisting. The perpetrator was picked up by the Gowa Police team to be detained along with 14 other suspects.

"The role of AA is indeed very important. He acted as a printer of the middle thread line on banknotes," he said.

Suspect AA is a member of the Head of the UIN Alauddin Makassar Library, Andi Ibrahim. AA is allegedly employed by suspect Andi Ibrahim

"From the results of the interrogation, AA received a wage of Rp 3 million from Andi Ibrahim," he said.

### **5. Evidence of 98 Items, Including Printing Machine from China**

The police uncovered 98 items of evidence in this counterfeit money syndicate case. One of them is a counterfeit money printing machine imported from China at a price of Rp 600 million. "He bought the printing machine in Surabaya, but the goods from China cost Rp 600 million," said Yudhiawan.

"From several other evidence, this is ink, there is a machine, there are spare parts, magnifying glass, a total of 98," he said.

The appearance of a giant-sized printing machine confiscated by the police was related to the disclosure of the counterfeit money syndicate case at UIN Alauddin Makassar. Reinhard Soplantila/detikSouth Sulawesi

### **6. SBN Evidence - BI Deposit Letters Worth Hundreds of Trillions of Rupiah**

The police also confiscated government securities (SBN) and Bank Indonesia (BI) deposit certificates as evidence of the counterfeit money syndicate case at UIN Alauddin Makassar. The two pieces of evidence have a value of up to hundreds of trillions of rupiah.

"There is one piece of paper and a copy of the BI certificate of deposit worth Rp 45 trillion. There are also government securities (SBN) worth Rp 700 trillion," said Yudhiawan Wibisono. Yudhiawan said the confiscated evidence was quite interesting. According to him, the two confiscated evidence also needs further explanation from BI.

"Now this is also interesting, later we need to ask the BI representative for an explanation whether it is (correct or not)," he said.

## **7. Evidence of Foreign Currency**

In addition to securities and certificates of deposit, the police also confiscated hundreds of Vietnamese currency (VND) bills. Then there is also the South Korean currency (KRW).

"There is 1 Korean currency of 5,000 Won, there is a Vietnamese currency of 111 pieces of 500 Dong," said Yudhiawan.

In addition, the investigation team also confiscated rupiah currency. According to Yudhiawan, the rupiah currency has different emission years.

"The 2016 issued rupiah currency was 4,554 pieces, namely denominations of Rp 100 thousand, then the 99 emission rupiah currency was 6 pieces of Rp 100 thousand," said Yudhiawan.

"Then there are 234 of these sheets in denominations of Rp 100 thousand and have not been cut, so there are those in the form of sheets that will be cut into pieces," he continued.

## **8. There are 2 Counterfeit Money Production Locations**

Gowa Police Chief AKBP Rheonald T. Simanjuntak said the counterfeit money was initially produced by the suspect with the initials AS alias MS in Makassar City. According to him, the process of printing counterfeit money still uses a small printing machine.

"On behalf of the US (aka MS), it was on Jalan Sunu, Makassar, because they had started to need a larger amount, so they ordered a larger tool worth Rp 600 million they bought in Surabaya but the tool was ordered from China," said AKBP Rheonald.

Gowa Police Chief AKBP Rheonald T. Simanjuntak

Upon arrival in Makassar, the printing machine was then brought to the campus of UIN Alauddin Makassar. Rheonald revealed the key role of the Head of the Library, Andi Ibrahim, in the process of smuggling the printing machine into the campus.

"The tool was put by one of the suspects, the initials AI, into one of the campuses in Gowa, namely using one of the buildings, namely the library and that at night," said AKBP Rheonald. According to Rheonald, the printing machine does have a large size. In addition, the printing machine was also very heavy.

"And we tried to reconstruct it yesterday, with 25 National Police personnel lifting the tool was not capable, so using a forklift the tool entered. Entering with a forklift, after that it was pushed by the wheels, which were 6 wheels, now there are 4, so heavy is the machine. That is September 2024, the crime scene 2 will begin to be carried out," he said.

## **9. Timeline of Operation of Counterfeit Money Syndicate**

Police said the printing operation and circulation of counterfeit money had been planned since 2010. However, the police confirmed that this was still an initial plan.

"The timeline of the creation and circulation of counterfeit money started from June 2010, it has been a long time," said Inspector General Yudhiawan.

Although there have been plans, printing operations and the circulation of counterfeit money have not been carried out. This syndicate only planned to reconvene in 2022.

"Until June 2022, we will return again to plan, then July 2022 plan again to make and study again. So if you look at it from now on, the planning for this production starts in 2022. In 2010, it is still in the introduction stage," he explained.

"Then in 2024, yesterday in May, production has started, then around June this year we have met between them and there is also mutual cooperation between them as well as how the manufacturing process will be and it will be viral through the WA group. So it was offered in the group," said Yudhiawan.

The first counterfeit money printing location on Jalan Sunu, Makassar, initially only used a small printing machine. The location of the counterfeit money printing was only moved to the UIN Alauddin Makassar Library building after the suspects obtained a printing machine with a much larger size.

"Around September 2024, this communicated with AI to transport equipment to then start making counterfeit money at Crime Scene 2 (on the UIN campus)," he said.

Yudhiawan further explained that this syndicate has produced counterfeit money and circulated it in November 2024.

"In the second week of November 2024, the circulation of counterfeit money worth Rp 150 million has begun, the nominal value there. Then there was also handing over counterfeit money of Rp 250 million," said Yudhiawan.

"The last one before being arrested yesterday handed over counterfeit money of Rp 200 million and hid his activities. Because they had known that the police were investigating," he continued.

#### **10. Police Chief Responds to the Issue of Counterfeit Money Used for Regional Elections**

Inspector General Yudhiawan also had time to speak out about the issue of counterfeit money produced on the campus of UIN Alauddin Makassar used for the Regional Elections in South Sulawesi. He confirmed that the counterfeit money had been used by the suspect to run in the 2024 Barru Regional Election.

"This is quite interesting. So this suspect submitted a proposal for funding for the regional elections in Barru, but it didn't happen," he said.

However, the police did not explain who the suspect was. He only said that the counterfeit money was not used for the regional elections because the person concerned did not get a party to advance to the Barru Regional Election.

"The money printed will be used for it (the Regional Elections), but it will not happen. There is no party that is cloning," he explained.

#### **11. Police Investigate Other Perpetrators**

The police ensured that they were still investigating other perpetrators by appointing a number of DPOs. However, the police admitted that the pursuit of the DPO took time.

Gowa Police Chief AKBP Rheonald initially explained that Andi Ibrahim as the brains of the syndicate of making and circulating counterfeit money had not been fully opened regarding this case. Andi Ibrahim seemed to cover up a number of information asked by investigators.

"It has not been fully opened regarding the case of the counterfeit money syndicate," said Rheonald.

According to Rheonald, Andi only gave clear information if the investigation team found evidence related to the information in question. He then mentioned that Andi Ibrahim seemed to be covering up when investigators explored the role of a number of DPOs in this case.

"So we need, what, who are the people we are DPO, the people we are looking for are conspiracies, and we want to make him tell the story as clearly as possible," he said.

Also read: Allegations of Counterfeit Money from the UIN Makassar Factory Circulating to Central Mamuju.

#### **12. BI South Sulawesi Appreciates Police for Exposing Counterfeit Money Syndicates**

Head of BI South Sulawesi Representative Rizki Ernadi Wimanda himself appreciated the efforts of the police to dismantle this syndicate. He mentioned that there were indications that counterfeit money printed by the perpetrators had been widely circulated in the community.

"In this case, the Gowa Police are to uncover a syndicate of a network of counterfeit money makers and dealers. So the counterfeit money found here is like an iceberg, the surface is just the surface but there may be a lot of people in circulation. We don't know," said Rizki.

He emphasized that BI South Sulawesi is the only institution authorized to manage money, such as planning, printing, withdrawing, revoking, destroying, and disbursing. This is regulated by Law Number 7 of 2011 concerning Currency.

"So if there is a certain community or organization that prints, let alone circulates money other than that printed by Bank Indonesia, it is a criminal act and the threat has been conveyed by the Chief of Police for 10 years to life and the fine is Rp 10 billion to Rp 100 billion," he said.

## **METHOD**

This study employs normative legal research methods, which focus on analyzing legal norms and regulations relevant to the research topic. Normative legal research is a scientific procedure to discover the truth through logical reasoning based on the established principles of law. This method systematically examines legal materials, including legislation, case law, and legal doctrines, to provide a comprehensive understanding of the issue under study. The data used in this study are primarily secondary in nature, consisting of laws, regulations, legal precedents, and scholarly legal commentaries pertinent to Commercial Law (Business) and Political Law.

Once the relevant legal materials were collected, the data analysis process began with systematically interpreting legal texts, focusing on their application to sexual violence and commercial law. This included evaluating the purpose, scope, and application of laws and identifying any inconsistencies or gaps. A comparative legal analysis was also employed, where necessary, to contrast Indonesian laws with international conventions and legal practices from other countries, highlighting differences and suggesting improvements. Finally, the findings were synthesized to propose recommendations for enhancing legal protections against sexual violence and human trafficking. This detailed methodological approach ensures that the research is grounded in thorough legal analysis, enabling readers to understand the steps taken to collect and interpret the data without needing to refer to external sources.

## **RESULT AND DISCUSSION**

A sale and purchase agreement is the most common agreement between community members. The form of a sale and purchase agreement is a series of rights and obligations of both parties, who promise each other, namely the seller and the buyer. The sale and purchase agreement is regulated in Articles 1457 to Article 1540 of the Civil Code (hereinafter referred to as the Civil Code). According to Article 1457 of the Civil Code, the definition of sale and purchase is "An agreement, by which one party binds himself to deliver an object, and the other party to pay the price that has been promised."

From the definition of sale and purchase according to Article 1457 of the Civil Code mentioned above, it can be concluded that sale and purchase is a reciprocal agreement, where the seller promises to give up ownership rights to an item and the buyer promises to pay a sum of money in return (Gradia Okultra Alba & Alan Siti Nurrizky, 2023; Legawantara et al., 2020; Metthaniana & Dalimunthe, 2022; Roni Ade Irawan, 2022; Sudjana, 2022). The title of an item that was originally owned by the seller, will change hands to the buyer if there has been a juridical surrender in accordance with the provisions of Article 1459 of the Civil Code (Efendhi, 2022; Rochmah et al., 2022). A sale and purchase agreement is deemed to have taken place between the two parties, immediately after which these persons reach an agreement on the property and its price, even though the property has not been delivered, nor the price has

not been paid (Article 1458 of the Civil Code) (Haryati, 2015). These goods and prices are the main elements of the sale and purchase agreement.

In this context, according to the Author, there are elements of goods and prices that meet the category of buying and selling according to this Article. The point is Trade transactions with counterfeit money are illegal and violate the rule of law.

According to Article 1517 of the Civil Code, if the buyer does not pay the purchase price, then it is a default that gives the seller a reason to demand compensation or cancellation of the agreement according to the provisions of Articles 1266 and 1267 of the Civil Code, the "price" must be in the form of money. If in an agreement there is no reference to these two things (goods and money), then it will change the agreement into an exchange, or if the price is in the form of services, the agreement will become a contract of labor, and so on. In the sense of buying and selling, it is stated that on one side there is goods and on the other hand there is money.

Regarding the type of money, it can be explained that, even though the sale and purchase takes place in Indonesia, it is not required that the price be set in rupiah, but it is allowed for the parties to set it in any currency (Ichsan, 1986). The obligatory sale and purchase in Article 1459 of the Civil Code explains that the title of the goods sold will not change hands to the buyer as long as there has not been a juridical handover according to Articles 612, 613, and 616 of the Civil Code. From the nature of the obligator in the sale and purchase agreement, it can be described into several things that in essence are also included in the nature of the obligator.

It is clear that according to the provisions of Articles 1266 and 1267 of the Civil Code, the "price" must be in the form of a sum of money. Keep in mind that the money in question is real and legally valid money can be used as a means of payment, not using fake money.

Based on the principle of consensuality in the sale and purchase agreement since the agreement was reached regarding the sale and purchase of goods and prices even though no delivery of goods or payment has been made, since then a sale and purchase agreement has been born. The principle of consensuality itself according to article 1458 of the Civil Code regulates as follows:

"The sale and purchase has taken place between the two parties immediately after they have reached an agreement on the goods and prices even though the goods have not been handed over and the price has not been paid".

According to the Author, in this case, it is possible that the seller of goods or services does not know that the money he receives from the buyer is counterfeit money. If the Seller finds out that the money he receives is counterfeit money, of course the Seller will not agree and refuse to pay the counterfeit money.

The word consensuality comes from the Latin consensus, which means agreement. The word agreement means that the parties concerned have reached an agreement of will. This means that what is desired by the parties has achieved a commonality, then from the conformity of the will an agreement has been reached. For example, the seller as the first party wants to relinquish ownership of an item after getting a certain amount of money in return. Likewise, the second party as the buyer who wants ownership of the goods must be willing to give a certain nominal amount (money) to the seller as the previous owner of the property.

Buying and selling that is obligatory in Article 1359 of the Civil Code, that the title of the goods sold will not transfer to the buyer as long as there has not been a handover according to the provisions of Article 612 of the Civil Code which states that the delivery of movable objects is carried out by real handover, Article 613 that the handover of receivables in the name of the buyer is carried out by making an authentic deed or under the hand. The obligatory nature of the sale and purchase agreement according to the Civil Code means that the sale and purchase agreement will give rise to reciprocal rights and obligations to the parties. That is, when placing the obligation on the seller to hand over the ownership of the goods sold, then giving him the right to demand payment for the price that has been agreed upon. While the buyer is obliged to pay the price in exchange for his right to get the transfer of ownership of the purchased goods, in other words the title will transfer from the seller to the buyer after the delivery is held.

Here there is a reciprocal relationship between the Seller and the Buyer where the Seller hands over a number of goods, namely counterfeit money as an object of trade and the Buyer pays a certain amount of money as a means of payment. If we depart from the case of printing counterfeit money circulation, then if the money is used as a means of payment, it has violated the rules and cannot be used as an object of trade.

Article 1332 of the Civil Code states that only objects in trade can be the object of a sale and purchase agreement. Thus, the object of the sale and purchase agreement is not only an object in the form of property rights, but an object that is its power and can be traded, as long as at the time of delivery the type and quantity can be determined.

According to Gunawan Widjaja and Kartini Muljadi, the general provisions regarding the obligation to hand over something (Article 1235 of the Civil Code), and the provisions specifically regulated in the provisions of the sale and purchase (Article 1474), the seller has 3 (three) principal obligations starting from the time the sale and purchase occurs according to the provisions of Article 1458 of the Civil Code. According to these provisions, in principle the seller has the obligation to (Widjaja, 2004):

- a. Maintain and take care of the property that will be handed over to the buyer until the moment of delivery
- b. Hand over the goods for sale at a predetermined time, or if the time has not been determined, at the request of the buyer.
- c. Bear the goods sold.

In Article 1474 of the Civil Code, it is explained that, as a seller, there are two important obligations in the implementation of the agreement. The obligation is to hand over an item and bear it. Regarding the submission or levering in the Civil Code, adhering to the 'causal system' is a system that depends on the validity of the levering on two conditions:

1. The delivery or levering has been carried out by the person who has the right to act freely (*beschikking sbevoegd*) against the person who is delivered.
2. The validity of the title in the sale and purchase agreement which is the basis of levering (handover). From the conditions mentioned above, especially the validity of the title that is the basis of the levering, it is intended that the obligator agreement is the basis of the levering. The person who has the 'right to act freely' is the owner of his own goods or the person who is authorized by him.

According to the Author's discretion, how the seller bears the delivery or delivery of the goods or services he sells to the buyer, then the transaction must use real money. It is not allowed with counterfeit money as a means of payment. The buyer already knew in advance that the buying and selling activity used counterfeit money and violated the laws and regulations, while the seller may not know that the money he received was counterfeit money. Four conditions for the validity of the agreement according to Article 1320 of the Civil Code, including:

- a. the agreement of those who bind him;
- b. the ability to make an alliance;
- c. a certain subject matter; and
- d. a cause that is not forbidden.

Furthermore, as detailed in the article Types of Agreements and Their Legal Terms and Conditions, the following elaboration of each point related to the legal terms of an agreement in the eyes of the law. The legal conditions of the agreement are the agreement, the ability to agree, the subject matter, and the non-forbidden cause.

## **Agreements of the Parties**



Their binding agreement is simplified into the agreement of the parties. If interpreted, an agreement means an adjustment of free will between the parties regarding the main matters desired in the agreement. In this case, each party must have a free (voluntary) will to bind themselves, where the agreement can be expressed expressly or implicitly. The meaning of being free is to be free from error, coercion, and fraud. If there is an element of error, coercion, or fraud, this means violating the legal terms of the agreement. This provision is as stipulated in Article 1321 of the Civil Code which explains that no consent has the force if it is given due to mistake or obtained by coercion or fraud. According to the author's discretion in this case, the buyer of goods or services with counterfeit money knows that the money he is using is not legally valid, but the seller who receives the payment does not know it. Of course, the seller will not want to accept the counterfeit money if he has found out that the money he received is fake.

### **Competence of the Parties**

In the context of the ability to agree, the subject is the parties involved in the agreement. Article 1329 of the Civil Code explains that every person is authorized to make an engagement, unless he is declared incapable of doing so. Regarding who is declared incompetent, Article 1330 of the Civil Code explains that those who are incapable of making consent are minors; the person who is placed under guardianship; and women who have been married in the matter prescribed by law and generally all persons who are prohibited by law from making certain consents. According to the author's opinion, the parties who make the purchase and sale are legally capable, both adults and not under supervision.

### **About a Certain Thing**

Related to a particular subject or matter means what is an agreement or agreement between the two parties. In essence, the goods referred to in the agreement are determined by the type, namely tradable goods. This is in accordance with the provisions of Article 1332 of the Civil Code which explains that only goods that can be traded can be the subject of approval.

Then, Article 1333 of the Civil Code explains that an agreement must have a principal in the form of an item that is at least determined by type. The number of goods does not need to be certain, as long as the amount can then be determined or calculated.

Of course, in this case there are goods that are being sold and the object of sale here is counterfeit money and that is very not legally justified.

### **Reasons that are Halal**

The meaning of a cause that is not prohibited or halal in the context of an agreement is related to the agreement's content or the purpose to be achieved by the parties involved. The content of an agreement must not be contrary to law, morality, or public order.

This is in accordance with the provisions of **Article 1337 of the Civil Code** which explains that a cause is prohibited, if the cause is prohibited by law or if the cause is contrary to morality or public order ('FEBBRAJO, 2016; HULMAN PANJAITAN, NINDYO PRAMONO, 2023; Priyono et al., 2019a, 2019b; Wahyuningrum, 2020).

This is where the problem occurs. The object of the counterfeit money trade turned out to violate the provisions of laws and regulations. Basically, the **prohibition** related to **counterfeit money** has been expressly regulated in Articles 26 and 27 of Law Number 7 of 2011 concerning Currency as follows: Article 26 jo. Article 36 Everyone is prohibited from

counterfeiting rupiah, with a maximum penalty of imprisonment of 10 years and a maximum fine of Rp10 billion.

Furthermore, according to the author, the printing of excess money can affect the economy of a country because if the amount of money circulating in the community increases, inflation will generally occur. Reporting from the International Monetary Fund (IMF) website, inflation is a condition when the prices of goods or services increase in a certain period of time. Meanwhile, in the Great Dictionary of the Indonesian Language (KBBI), Inflation is defined as a decline in the value of money (paper) because the amount and speed of money (paper) circulating money causes the price of goods to rise.

According to the Central Statistics Agency (BPS), inflation is defined as the state of the country's economy where there is a tendency to increase prices and services over a long period of time due to an imbalance in the flow of money and goods. This condition of increasing the price of goods or services occurs because the amount of money circulating in the community increases and is not balanced with the amount of goods or services that exist (IDX Channel, 2025).

There are a number of factors that can affect inflation in a country. Some of the most common factors that cause this problem include fluctuations in commodity prices, changes in domestic demand and supply, fluctuations in the rupiah exchange rate, monetary policy, and changes in fiscal policy.

In addition to inflation, there are several things that will happen if the amount of money circulating in the community increases. Here are some of them:

1. Economic Instability

If the amount of money circulating in the community increases, there will be economic instability. An excessive and uncontrolled increase in the amount of money circulating in the community can certainly cause economic instability that will increase the risk of inflation and speculation.

2. Price Increase

As the amount of money circulating in society increases, the demand for goods and services will also increase. If the demand for goods and services is unstable, it will have a negative effect on the price of goods which causes an increase in the price of goods and services.

3. Corruption

An increase in the amount of money circulating in the community can also encourage corruption. This is due to the increased opportunities to gain profits illegally.

4. Economic Growth

On the positive side, an increase in the amount of money in circulation in the community can also encourage economic growth. This is due to the increase in demand for goods and services that can encourage producers to produce more goods and services.

However, when the amount of money in circulation in the community increases uncontrollably, it will have more negative influences. Therefore, generally the Central Bank will take action to control the amount of money circulating in the community. This action can be in the form of raising interest rates or selling government securities.

### **Legal Political Analysis related to Printing and Circulation of Counterfeit Money**

Let's move on to the definition of politics the law itself is A study that discusses the relationship between law and politics and the use of law as an instrument to achieve political goals. In a broader sense, legal politics encompasses the process of lawmaking, law enforcement, and law enforcement, all of which are influenced by political dynamics. Law is

not only seen as a set of rules that govern behavior, but also as a tool to achieve social and political change (Literasi Hukum, 2025).

Legal politics involves the analysis of how laws are shaped by political forces that exist in society, as well as how those laws are applied and enforced. This study covers various aspects, ranging from the legislative process, the role of law enforcement agencies, to the impact of the law on people's lives. Thus, legal politics is an interdisciplinary field of study, combining elements from law, political science, sociology, and others.

We know that one of the main goals of legal politics is to create Legal certainty. Legal certainty is important to provide a sense of security for the public, as they can understand what to expect and the consequences of their actions. Legal certainty ensures that the applicable law can provide protection for citizens' rights and ensures that the rules are applied consistently and fairly.

If it is associated with the case of printing and circulation of counterfeit money, these activities cannot create legal certainty because they do not provide a sense of security to the community and of course the public will feel wary when making transactions and it is too late to find out that the money they receive is counterfeit money and that will definitely harm them.

Furthermore, another goal of legal politics is to uphold justice. Justice here is not only limited to the enforcement of appropriate laws, but also to how the law reflects the values of justice in society. A just law should provide equal treatment to all individuals, without discrimination. The enforcement of justice also involves providing punishment commensurate with the offense committed and providing protection to those who are vulnerable or disadvantaged.

If it is associated with the case of printing and circulation of counterfeit money, these activities cannot create justice because the party who receives the counterfeit money will definitely feel disadvantaged and the counterfeit money they receive cannot be used as a means of further transactions or in the future.

Legal politics also aims to encourage the prosperity and welfare of the community. The law can be used as a tool to regulate economic and social activities, so that it can create conditions conducive to economic growth and the improvement of social welfare. For example, the law that governs tax, Consumer Protection and milieu Living can help create an environment that supports sustainable and equitable economic growth.

If it is associated with the case of printing and circulation of counterfeit money, these activities cannot provide welfare to the community because if the circulation of counterfeit money is high and the public does not know that the money is fake, it can interfere with the inflation of the Rupiah currency because there is too much money circulating in the community and it is getting out of control. If this continues, it will have an impact on the country's economic sector and can create an economic crisis in a country.

## **CONCLUSION**

The meaning of a cause that is not prohibited or halal in the context of an agreement is related to the content of the agreement or the purpose to be achieved by the parties involved. The content of an agreement must not be contrary to law, morality, or public order. This is in accordance with the provisions of Article 1337 of the Civil Code which explains that a cause is prohibited, if the cause is prohibited by law or if the cause is contrary to morality or public order. This is where the problem occurs. The object of the counterfeit money trade turned out to violate the provisions of laws and regulations. Basically, the prohibition related to counterfeit money has been expressly regulated in Articles 26 and 27 of Law Number 7 of 2011 concerning Currency as follows: Article 26 jo. Article 36 Everyone is prohibited from counterfeiting rupiah, with a maximum penalty of imprisonment of 10 years and a maximum fine of Rp10 billion.

If it is associated between political and legal purposes with the case of printing and circulation of counterfeit money, these activities cannot provide welfare to the community. After all, if the circulation of counterfeit money is high and the public does not know that the money is fake, it can interfere with the inflation of the Rupiah currency because there is too much money circulating in the community and it is getting out of control. If this continues, it will impact the country's economic sector and create an economic crisis in a country.

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