

Ethical And Legal Responsibility For Lawyers Who Do Not Fulfill Duties Agreements With Clients

Desiana Parura
desyparura@gmail.com

Universitas Borobudur

Abstract. The relationship between lawyers and clients has been regulated in Law Number 18 of 2003 concerning Advocates (UU No. 18/2003). It is not explicitly stated, but it has become a stipulation that what is the obligation of an advocate is the client's right and the advocate's right is the client's obligation. One of them is the negligence of a lawyer in fulfilling the assignment agreement he has agreed with the client. The examination strategy that the creator utilizes is regulating legitimate exploration, the essential legitimate materials are utilizing the Common Code, Regulation Number 18 of 2003 concerning Backers (UU No. 18/2003), and the Overarching set of rules for the Promoter Calling. The secondary legal materials use publications concerning law related to the topic being discussed by the author such as supporting books and legal journals, as well as official documents. The approach in this research is using a statute approach. The results obtained from this analysis are ethical and legal responsibility for lawyers can be carried out both civilly and criminally with a record that the lawyer already has malicious intent (*mens rea*) and his actions are proven to be contrary to laws and regulations while still paying attention to the requirements of the complaint that must continue to be carried out following applicable laws and regulations, namely Law No. 18/2003 and the Advocate Professional Code of Ethics.

Keywords: Advocates, Ethical Responsibility, Clients

1. Introduction

Indonesia as a rule of law requires its citizens to understand all the rules that apply in this country, advocates as law enforcers play an important role in the implementation of legal fiction. because advocates will provide legal views and their knowledge to explain the stages of solving these legal problems [1]. Therefore, it is the legal profession that can accompany someone to make an effort in the form of defending legal problems that they are facing both inside and outside the court, and this is based on the rule of law and by the words of Article 1 of Law Number 18 of 2003 concerning Advocates (UU No. 18/2003):

"People whose profession is providing legal services in the form of consulting, legal aid, exercising power, representing, accompanying, defending and carrying out other legal actions for the legal interests of clients, both inside and outside the court".

Advocate is a calling that offers legitimate types of assistance anyplace, both inside and outside the court, which should meet the prerequisites in view of the arrangements specified by

regulation. For this reason, someone who carries out the advocate profession must fully commit with high dedication and take all available steps to fight for the interests of his client. The big challenge that continues to support the development of the advocate profession in Indonesia is the effort to place the right function in its interactions with society and the State. Ideally, through the results of this reciprocal relationship, society can provide legitimacy in the form of a belief in public promises that have been stated by advocates in seeking justice. But on the other hand, the state will ensure that the interests of the community are guaranteed in administering the justice system, which means providing jurisdiction for advocates so that they can fulfill these public promises [2].

The connection among promoter and client has been managed in Regulation Number 18 of 2003 concerning Backers (UU No. 18/2003). The law has outlined the rights and obligations of advocates. It is not regulated explicitly, but what is the obligation of an advocate is the client's right and the advocate's right is the client's obligation. The relationship between the client and the advocate is usually outlined in the form of a contract. The agreement between the advocate and the client is very important to prevent potential disputes in the future, especially when viewed based on the position between the advocate and the client which is unequal. The client is weak in a position of legal understanding. But through the agreement, both parties can be balanced. From the beginning, advocates and clients must discuss their respective rights and obligations and then put them into an agreement.

Trust and honesty are the keys to the success of an advocate in his career because the profession is judged by how loyal and committed an advocate is in fighting for client rights. If the client is satisfied with the services provided by the advocate, then this credit will be born from word of mouth to the client who has been assisted by him. However, in practice, the change in orientation has resulted in the formation of many advocates in a corrupt cycle, their access to justice has been used to become a "case broker" which can also be interpreted as long as it is profitable for the advocate, that is what he will pursue, even if it conflicts with his assignment agreement with the client. On this basis, it becomes a loophole for advocates to cheat their clients, therefore in the Advocate Code of Ethics which is regulated in Article 4 of Law no. 18/2003 states that an individual can be appointed as an advocate if he has fulfilled the requirements contained in Article 3 paragraph (1) of Law No. 18/2003 where one of the mandatory conditions is "Behave well, be honest, be responsible, be fair, and have high integrity." [3].

Advocates in carrying out their profession are not only related to aspects of ability as law enforcers (hard skills) but are bound by ethical guidelines as soft skills. This one aspect is part of the work of an advocate whose enforcement of his work is tested by the work agency. In other words, supervising advocates in their performance is not only related to hard skills in assisting consumers but also how the method of assistance is more related to work ethics.

Advocates' unprofessional attitudes in carrying out legal services can cause harm to clients. The examples of cases that we can take are cases that have been experienced by Buyat residents. Where in the article it is explained that Buyat residents complained to the Health Legal Aid Institute (LBHK) to the Indonesian Advocates Association (PERADI) for alleged violations of the advocate's code of ethics where LBHK had forged the signatures of Buyat residents in the peace agreement between PT Newmont Minahasa Raya (NMR) and LBHK [4]. Then there are also examples of cases of advocates running away from their duties based on a statement given by the Chairperson of PERADI Banjarmasin Branch for the 2013-2017 period, H. Bun Yani [5], he stated that there are lawyers who are not professional even though they have been paid handsomely for this. because there are reports from clients who have spent Rp. 350,000,000.00 for an advocate in South Kalimantan, but the case was not completed as

expected, causing losses for the client. From the two examples of these cases, it can be seen that there could have been fraud by advocates in carrying out their profession. This of course violates the ethical code of the advocate profession, therefore through this journal, the author wants to find out how ethical and legal responsibility is for lawyers who do not fulfill their assignment agreements with clients.

In view of this foundation, the reason for this exploration is to figure out the connection among attorneys and their clients as per the relevant regulations and guidelines and what legitimate results emerge from this relationship. Then to find out what accountability can be carried out by a lawyer both ethically and legally if in carrying out his profession he commits negligence or does not carry out his duties as he should.

2. Methodology

The examination strategy that the creator utilizes is the regularizing legitimate exploration technique, where generally this exploration strategy looks at regulation that is conceptualized as standards or decides that apply in the public eye and turns into a reference for everybody's way of behaving. As per Soerjono Soeknto and Sri Mamudji, regularizing lawful examination is legitimate exploration led by looking at writing or optional information [6]. Also known as library law research, theoretical/dogmatic legal research. The data sources used by the authors in this study are primary and secondary legal sources.

The research object is essentially examining various laws and regulations as well as literature related to Ethical and Legal Liability for lawyers who do not fulfill their assignment agreements with clients. While the nature of the research is descriptive analysis and the research method used is normative juridical, namely research that focuses on positive legal principles. The type of research used is descriptive

The wellsprings of lawful exploration in this composing can be isolated into wellsprings of legitimate examination as essential legitimate materials and optional legitimate materials. In addition to research sources in the form of legal materials, the author can also use non-legal materials if deemed necessary. The legitimate materials utilized are essential lawful materials, auxiliary legitimate materials, and tertiary lawful materials. Essential legitimate materials comprise of resolutions, official records, or compositions on pursuing regulations and judges' choices. While the optional lawful materials utilized in legitimate composing comprise of writing, master composing, diaries, and examination reports, as well as tertiary legitimate materials as word references, reference books, magazines, etc. The methodology in this examination is a legal methodology and a calculated methodology [7]. The legal methodology is done by analyzing regulations and guidelines that are connected with the lawful issues being taken care of. For research for pragmatic exercises, this legal methodology will open doors for specialists to concentrate on whether there is consistency and congruity among regulation and different regulations or among regulations and constitutions, or among guidelines and regulations [8]. Processing of the data that has been obtained will then be analyzed qualitatively by describing or describing it through phrases, words, and sentences. So that it is hoped that discussion, explanation, and answers will be obtained from the reflection of the problem formulation in this study in a systematic, easy-to-understand, and accountable manner.

3. Discussion

3.1 Relationship Between Lawyer and Client

In proceedings, lawyers will definitely agree with their client, the basic thing in making this agreement is trust. Clients entrust their legal problems to lawyers, so they can represent them in handling all legal interests to fulfill a sense of justice for themselves (clients).

The agreement made between the attorney and the client explains the rights and obligations of both parties as well as the scope of work that must be carried out by the attorney. The agreement can also regulate the settlement of disputes that will arise in the future between the client and the attorney, such as fees and losses that may be borne by the client. The agreement begins with the drafting of a power of attorney which is contractual in nature between the lawyer and his client, then proceeds with the making of a formal contract with the aim that the power of attorney between the client and the attorney be appointed can proceed according to what has been mutually agreed upon.

In the power of attorney mechanism, the client must sign a power of attorney in which all the duties and powers given by the client to the lawyer are listed to represent him and resolve all legal issues, both in court (litigation) or outside the court (non-litigation). This power of attorney is regulated in Article 123 HIR (Herzeiene Indonesische Reglement) and Article 147 R.Bg (Reglement voor de buitengewesten). The power of attorney can be given to the advocate profession by the meaning of the power of attorney, and it must be stated clearly what the power of attorney is given for. The power of attorney must be stated in full in the minutes of the trial if necessary for the next trial [9].

The existence of an agreement in a power of attorney creates a legal relationship that gives birth to rights and obligations. This relationship was born as a result of the power of attorney who has delegated his rights and authority to the recipient of the power of attorney, in this case, a lawyer, in acting so as not to exceed and not neglect the limits of authority that have been given by the power of attorney to him. This relationship is then generally outlined in the form of a contract. Thus all actions taken by lawyers to the first party, namely the authorizer and third parties in their position as formal parties are binding as the power of the material party (principal) [10].

The relationship that has been laid out between the legal advisor and the client when seen from a legitimate perspective is the connection between lawful subjects and lawful subjects. The legal relationship is governed by civil law principles which contain guidelines or measures for how the parties to a legal relationship exercise their rights and obligations. In this relationship, reciprocal rights and obligations are formed which must be accounted for. Judging from the legal relationship, there is an agreement (*verbintenis*) in which the lawyer and the client mutually agree to be bound in resolving a legal problem experienced by the client.

The term agreement in terms of contract law is the equivalence of the term contract in English. The term contract in Indonesian has been around for a long time and is not a foreign term. For example, in Indonesian law, the term freedom of contract is known. A contract or what is more legally referred to as an agreement is a statement of will or an agreed agreement (promissory agreement) between two or more parties that can create, modify or eliminate a legal relationship.

Talking about agreements or contracts, the parties, namely lawyers and advocates, are free to determine the contents of the agreement or contract that they mutually agree on, provided that it does not conflict with statutory provisions, propriety, propriety, and order [11]. Since the understanding or agreement is a lawful activity, then, at that point, the activities of the gatherings concurring reason legitimate ramifications for the arrangement they made, so the

association is in Article 1320 of the Common Code, in particular in regards to the lawful terms of the arrangement.

In that article, the agreement is the first condition. The agreement underlies the principle of consensual adhered to by contract law in the Civil Code. Agreement law in the Civil Code adheres to the principle that to give birth to an agreement, thus an agreement has been born, therefore at the moment or second, the agreement is reached. At that second, the agreement was made and binding.

The parties who enter into a contractual agreement have the rights and obligations to do or fulfill everything stated in the contract agreed upon by the parties, which usually involves rights and obligations. According to Richard Burton Simatupang, contracts usually begin with a discussion, introduction, and next-level discussions, to finalize the possibilities that occur, the contract will be signed when it is ripe in the sense that it is complete and clear [12].

After the birth of the agreement from the agreement made by the lawyer and the client, in carrying out its obligations, the client gives power of attorney, either orally or in writing in the form of a power of attorney to the advocate. Executing a power of attorney as a client's attorney is part of the legal services provided by lawyers, this has also been explained in Article 1 number 2 of Law No. 18/2003 which stipulates "legal services are services provided by lawyers in the form of providing legal consultations, legal assistance, exercise power, represent, accompany, defend, and take other legal actions for the legal interests of clients". One of the attorney's legal services mentioned in the article is exercising power of attorney. When receiving power of attorney from a client, a lawyer is fully responsible for fulfilling the things that have been stated in the power of attorney. By receiving power of attorney from the client, it means that there has been an agreement between the lawyer and the client, which also means that achievements have arisen that must be fulfilled by each party and in carrying out their profession, a lawyer is bound by Law no. 18/2003 and the Code of Ethics for Indonesian Advocates.

In Article 18 of Regulation No.18/2003, in doing proficient obligations a supporter is disallowed from separating treatment of clients in view of orientation, political religion, family, race, or socio-social foundation. with clients: A Promoter should attempt to track down an answer for agree from the two players, both the client and the restricting party so exceptionally that however much as could reasonably be expected to get a settlement through the way of harmony; A Backer isn't legitimate in giving data that can misdirect the client in regards to the matter being dealt with both verbally and recorded as a hard copy which can make it challenging for the client; While completing their obligations, the Supporter is obliged to consider the client's capacity to get lawful administrations in deciding the honorarium; A lawyer isn't legitimate in troubling his client with superfluous expenses; A Promoter isn't legitimate in giving an assurance to his client that the case he is taking care of will win; While completing his calling, a Backer should act genuinely; A Supporter should dismiss a case that he accepts has no lawful premise; While completing his expert obligations, he is obliged to hold office mysteries about all that is informed to him by clients (trust); A Supporter isn't legitimate in surrendering the obligations doled out to him which are not productive for the client; A promoter who deals with the normal interests of multiple gatherings should leave dealing with these interests.

3.2 Ethical and Legal Liability for Attorneys Who Do Not Fulfill Client Duty Agreements

A promoter has proficient obligations which are his commitments. As follows: 1). Maintain the expert set of rules (Article 26 of Regulation No.18/2003). In the kickoff of the

backer's set of rules it is expressed, "The Indonesian Promoter's Set of principles is the most noteworthy regulation in doing the calling, which ensures and safeguards however forces a commitment on each supporter to tell the truth and dependable in completing his calling both to clients, courts, the state or society and particularly to himself. Alone; 2). Maintaining the law incorporates matchless quality of regulation and common freedoms. In the explanation segment of Regulation No. 18 of 2003 concerning Backers, it is expressed: Supporters as a component of the equity framework are one of the points of support in maintaining lawful matchless quality and common liberties; 3). Genuinely safeguarding and supporting the interests of their clients as far as specific lawful administrations that they have consented to.

Clients and lawyers have an aligned goal. Even though the goal is the same, in practice sometimes there are practices and negligence committed by lawyers as someone who is given the power to handle legal issues that have been assigned by clients to him. Clients who are unfamiliar with the law should obtain understanding from lawyers who have more knowledge. However, it is not uncommon for lawyers to be unable to provide detailed assistance regarding the problems faced by clients, causing disputes between the two parties. There are various causes of disputes between lawyers and clients, one of which is the lawyer's non-fulfillment of the matters contained in the power of attorney and contractual agreement that was mutually agreed upon at the start of the engagement. Given the minimum protection that can be given to clients, ethical and legal accountability for lawyers who default in fulfilling their obligations is urgently needed so that things that deviate from the laws and regulations governing the profession of lawyers and the code of ethics that bind them no longer occur.

Law no. 18/2003 if examined further does not regulate too much regarding client rights because this regulation is intended for the legal profession itself. Even so, arrangements regarding rights and protection for clients are contained in several articles. This article is used as a form of protection for clients in the event of default by lawyers against clients, while these protections include:

3.2.1 Client Protection Against Attorney Credibility

This provision is regulated in Chapter II of Law no. 18/2003, contained in Article 1 and Article 2. The chapter regulates what requirements a person must fulfill to become a lawyer. And what action will be taken if there is a violation of these articles? Viewed as a whole, as a basis for protection, this regulation can be used for clients as a guarantee that they will get lawyers who meet the qualifications and requirements determined by the Government as stipulated in Article 1 paragraph (3) for the fulfillment of legal services to address current problems faced without the need to fulfill any obligation to obtain such protection.

3.2.2 Client Protection Concerning the Implementation Guarantee of Law No.18/2003

These provisions are regulated in Chapter III, Chapter IX, Chapter X, and Chapter XI. It contains arrangements regarding the supervision of tasks carried out by lawyers by advocate organizations namely the Honor Council and the Code of Ethics, this organization was formed to take action against lawyers who commit violations. It also includes interference from the government in the form of threats in the form of criminal sanctions to take action against violations that might be committed by lawyers in carrying out their duties.

3.2.3 Client Protection of Economic Exploitation by Lawyers

This provision is regulated in Chapter V, to be precise in Article 21 paragraph (2) which discusses the determination of the amount of honorarium that is reasonable for a lawyer to receive and by the agreement made by the parties. The provisions contained in this article may

also aim to protect clients from possible economic exploitation that may be carried out by lawyers handling legal matters. Even though the fair definition contained in the regulation is not stated concretely, the essential value that can be a protection for the client is because the honorarium is an agreement made between the parties.

3.2.4 Client Protection in the Advocate Code of Ethics

This provision is not specifically regulated in a chapter in Law No. 18/2003. However, in Article 26 paragraph (2) of Law no. 18/2003, there is an understanding that can be obtained where all provisions that may be used as a means of protection for clients contained in the code of ethics are also legally protected by law. To protect the client as the power giver to the lawyer if one day a default occurs, and to be held accountable for this, several methods can be used as dispute resolution, both carried out outside and through general courts. The dispute settlement is divided into 3 (three) methods, namely:

First, the Client brings the Advocate accountability to the Consumer Dispute Settlement Agency (BPSK). BPSK is an agency appointed by the law on consumer protection, indirectly its task is to resolve disputes between consumers and business actors. There is no definition of which institution has the right to protect consumers and does not explicitly designate a particular institution, because outside BPSK there are many other institutions that can be used to protect consumer interests. Restrictions to only one institution will result in difficulty for other institutions to find consumers who wish to use their protection services

Second, the client can bring advocate accountability to the general court, in this case, the District Court to handle civil cases, the judiciary is certainly an alternative dispute resolution that is widely used by the public can be seen in Article 45 paragraph (1) of the Consumer Protection Act. When compared to the settlement with the BPSK institution, the BPSK institution is certainly relatively easier and affordable compared to carrying out an alternative settlement through the general court. Even in terms of time, cases in general courts are sometimes not worth the compensation that is obtained and expected. However, because this is a route that is commonly used by the public, many clients then take care of disputes that occur between their parties and the lawyers they are suing, the procedural law used is also the procedural law contained in the HIR, but the burden of proof remains on the defendant.

Third, the client can bring the advocate accountable to the Code of Ethics Council. It is an alternative dispute resolution that is outside the general court, special direct handling of violations or non-compliance with obligations for legal services provided by lawyers. The legal basis governing the Code of Ethics Council is contained in Article 25 paragraph (5) of Law no. 18/2003. Although here the client cannot file a claim metric compensation for damages, decisions obtained from the Code of Ethics Council can be used as a basis for filing lawsuits at other dispute resolution institutions. Members serving on the Code of Ethics Council are people who are experts in their profession. The implication is in the credibility of decisions issued by these institutions, where the results can be accounted for and objective, compared to decisions issued by judges, the context is in determining whether the actions committed by the attorney are correct or not.

Even if you look at the explanation of client protection in Law No. 18/2003, it looks like it does not provide clear legal certainty whether a lawyer who has defaulted on violations of the provisions contained in the contract can be prosecuted civilly/materially or criminally because of a right of immunity possessed by a lawyer when we look at the average sentence that can ensnare a lawyer if there has been a violation of the code of ethics if reviewed in Law no. 18/2003 is an administrative sanction, where it is very rare to find a decision that the lawyer can be subject to criminal or civil threats, materially cannot be borne by the lawyer because his

professional authority lies within the scope of civil law. Then lawyers as an honorable profession (*officium nobile*) in carrying out their profession have immunity from being prosecuted both criminally and civilly, which has been guaranteed in Article 16 of Law no. 18/2003 as follows:

"Advocates cannot be prosecuted both civilly and criminally for carrying out their professional duties in good faith for the benefit of defending clients in court proceedings."

However, this provision is underlined by a decision issued by the constitutional court in its decision Number 26/PUU-XI/2013 it is explained there that the provisions in the article must be interpreted to include defenses made by lawyers against clients both inside and outside the courtroom. The right of immunity is not unlimited but is limited in nature, meaning that the right of immunity is used as long as the lawyer carrying out his duties as a legal professional for the sake of upholding justice within the corridors of law to defend the rights of his clients[13].

A contrario, this immunity will automatically fall if the advocate has bad intentions (*mens rea*) and the actions he commits are contrary to statutory regulations. So, in this case, as long as there is an unlawful act, both criminal and civil, the advocate can be prosecuted both criminally and civilly. The act of an advocate who ignores or neglects a client means that he does not fulfill his contract with the client. then he can be subject to action by the Honorary Council of Advocate Organizations as stipulated in Article 6 letter (a) of Law no. 18/2003. The types of actions that can be taken against the Advocate have been regulated in a limited manner in Article 7 paragraph (1) of Law no. 18/2003 as follows:

"The types of actions imposed on Advocates can be in the form of: a. verbal warning; b. written warning; c. temporary dismissal from his profession for 3 (three) to 12 (twelve) months; d. permanent dismissal from the profession."

Based on the provisions in Article 7 paragraph (1) of Law no. 18/2003, the sanctions for lawyers who neglect their duties are no joke, the ethical responsibility that the lawyer receives is of course not direct to a permanent termination from his profession but is monitored gradually, and is measured based on the level of negligence committed by the lawyer that's how big it is. To be able to arrive at this stage there must be a complaint made by the client.

If a client feels aggrieved by the actions of an advocate, then he can make a written complaint which is submitted to the Branch/Regional Honor Council or the Regional/Branch Leadership Council where the complainant advocate is registered as a member, or to the National Leadership Council [14]. This needs to be done by considering the requirements for complaints stipulated in the rules of the advocate organization concerned. For instance, in the event that the promoter is an individual from PERADI, the prerequisites for a grumbling allude to the Declaration of the Public Initiative Chamber of the Indonesian Backers Affiliation Number 2 of 2007 concerning Methodology for Looking at and Attempting Infringement of the Indonesian Supporters' Governing set of rules.

To carry out ethical trials the legal profession must also go through a civil trial first through a lawsuit that can be filed by the client as the party who feels aggrieved for the actions committed by the attorney. To be able to arrive at this stage the client as the plaintiff must have sufficient evidence to state that the attorney can be said to be guilty or not if the court decision states that the evidence carried out by the plaintiff is that the client is acceptable and the attorney is found guilty of negligent actions, then the next steps can be taken ethics trial for the attorney. Proof here is proof in the form of a contract or power of attorney that contains the rights and obligations between the attorney and the client which have been agreed upon and give birth to a legal relationship so that there are legal consequences in it.

Then regarding legal responsibility in terms of criminal sanctions for an advocate who commits a crime in carrying out his profession, it must be seen from the mistakes made by the advocate so that he is seen as having committed an act that meets the elements of a crime. Mistakes have a major effect on criminal liability because mistakes are an absolute element of criminal responsibility. Mistakes in the broadest sense include first, the perpetrator can be responsible (*schuldtauglichkeit* or *zurechnungsfahigkeit*) meaning that the perpetrator's condition must be normal. Here the question is whether the lawyer can be responsible for his actions. Second, the relationship between the perpetrator's actions and the inner attitude of the perpetrator is in the form of intentional (*dolus*) or negligence (*culpa*). Here the attitude of an advocate towards his actions is questioned. Third, there is no reason that erases the mistake or there is no reason for forgiving even though what was mentioned in the elements of the first error and the second element of error exist, it is possible that the circumstances affected the offender so that the mistake was erased, for example, with an excess of forced defense [15]. If all three elements are present, then the advocate in question can be declared guilty or has criminal responsibility, so that the advocate can be criminally held accountable.

Furthermore, it should be recalled that for there to be an error in the broadest sense (criminal risk) the individual concerned should likewise be demonstrated first that his activities are illegal. What needs to be considered If the act is not against the law, then there is no need to apply guilt to the advocate concerned.

An example of a case that we can see and has proven to be related to the accountability that must be carried out by an advocate who is proven to have committed negligence in carrying out his profession by not fulfilling the duties he has by the power of attorney between the attorney and the client who uses his services is the termination of the position of the advocate profession who accepted by Frederich Yunadi, his actions which were considered to have violated the code of ethics because he abandoned his client made this advocate subject to the client neglect article [16]. Frederich immediately complained to PERADI by his client who is a consumer of an apartment located in the Kemanggis area, West Jakarta. Currently, his client is trying to take legal steps against the apartment developer. The client felt neglected by Frederich, even though the client had paid an advocate's fee by what was agreed upon by both parties.

In this case example in line with the sanctions and provisions for advocates who do not carry out their duties towards clients, clients can make complaints anywhere and anytime while they can prove the actions carried out by lawyers that it is true that the attorney does not fulfill his duties properly and does not carry out their obligations thoroughly. Ethical and legal responsibility must be carried out by everyone in the advocate profession who violates the code of ethics. The right of immunity possessed by advocates is not a barrier for clients to get justice for their rights that have been violated by the advocate profession who handles legal issues.

4. Conclusion

In light of the conversation over, the end that can be drawn is that the relationship that has been laid out among attorneys and clients when seen from a legitimate viewpoint is the connection between lawful subjects and lawful subjects. The legal relationship is governed by civil law principles which contain guidelines or measures for how the parties to a legal relationship exercise their rights and obligations. In this relationship, reciprocal rights and obligations are formed which must be accounted for. Judging from the legal relationship, there is an agreement (*verbintenis*) in which the lawyer and the client mutually agree to be bound in

resolving a legal problem experienced by the client. By receiving power of attorney from the client and the emergence of an agreement between the lawyer and the client, it means that achievements have arisen that must be fulfilled by each party, and in carrying out their profession, a lawyer is bound by Law no. 18/2003 and the Code of Ethics for Indonesian Advocates.

When a dispute or dispute occurs between a lawyer and a client, then to be able to fight for their rights, the client must get legal protection. Even though there is no regulation in one chapter there are arrangements regarding rights and protection regulated in several articles. Some protection for clients in the event of default is contained in Law No. 18/2003, among others: Protection of Clients Against the Credibility of Lawyers; Client Protection Concerning the Implementation Guarantee of Law No.18/2003; Client Protection of Economic Exploitation by Lawyers; Client Protection in the Advocate Code of Ethics. For advocate accountability, the client can bring this accountability to the BPSK, the General Court, or the Advocate Code of Ethics Council.

As for the sanctions that can be imposed on advocates who are proven guilty if reviewed in Law no. 18/2003 which can be imposed in the form of administrative sanctions. However, if the advocate has bad intentions (*mens rea*) and the actions he commits are contrary to laws and regulations. So, in this case, if there is an unlawful act, both criminal and civil, the advocate can be prosecuted both criminally and civilly while still paying attention to the requirements for a complaint referring to the Decree of the National Leadership Council of the Indonesian Advocates Association Number 2 of 2007 concerning Procedures for Examining and Trying Code Violations Indonesian Advocate Ethics. Meanwhile, in terms of legal responsibility, in terms of criminal sanctions, an advocate who commits a crime in carrying out his profession must be seen from the mistakes made by the advocate so that he is deemed to have committed an act that meets the elements of a crime.

Based on the elaboration that has been done, it is known that the client can make a complaint anywhere and anytime if he can prove the actions carried out by the lawyer it is true that the attorney did not fulfill his duties properly and did not carry out his obligations completely. Ethical and legal responsibility must be carried out by everyone in the advocate profession who violates the code of ethics. The right of invulnerability moved by advocates isn't an obstruction for clients to get equity for their privileges that have been disregarded by the backer calling who handles their lawful issues.

References

- [1] Winarta, Frans Hendra: Advokat Indonesia: Citra, Idealisme dan kepribadian. Jakarta. Pustaka Sinar Harapan. Hlm 8 (2010)
- [2] Hadi, Maryono: Pelanggaran Kode Etik Profesi Advokat. Jurusan Kurikulum dan Teknologi Pendidikan. Fakultas Ilmu Pendidikan. Universitas Negeri Semarang. Hlm 25 (2015)
- [3] Law Number 18 of 2023 concerning Advocates
- [4] Detik News: Warga buyat adukan LBHK langgar kode etik advokat. Retrieved from DetikNews.com. <https://news.detik.com/berita/d-271213/warga-buyat-adukan-lbkh-langgar-kode-etik-advokat> (2005)
- [5] Samsyudin: "Bayar Rp 350 Juta Kasus Tidak Tuntas." Retrieved from the News of Banjarmasin. Tribunnews.com. <https://banjarmasin.tribunnews.com/2013/09/11/bayar-rp-350-juta-kasus-tidak-tuntas> (2013)

- [6] Soekanto, Soerjono: Penelitian Hukum Normatif Suatu Tinjauan Singkat. Jakarta. Raja Grafindo Persada. Hlm. 13-14. (2010)
- [7] Marzuki, Peter Mahmud: Penelitian Hukum. Jakarta. Kencana. Hlm. 141. (2009)
- [8] Ibrahim, Johny: Teori dan Metodologi Hukum Normatif. Jakarta. Bayumedia. Hlm. 31. (2008)
- [9] Rasaid, M Nur: Hukum Acara Perdata. Jakarta. Sinar Grafika. Hlm .10-11 (2013)
- [10] Samosir, Djamanat: Hukum Acara Perdata Tahap-Tahap penyelesaian Perkara Perdata. Bandung. Nuansa Aulia. Hlm. 119. (2019)
- [11] Asrori, Moh Nadzib: Tanggung Jawab Advokat dalam Menjalankan Jasa Hukum Kepada Klien. Yogyakarta. CV Budi Utama. Hlm 4-7. (2018)
- [12] Simatupang, Richard Burton: Aspek Hukum dalam Bisnis. Jakarta. Rineka Cipta. Hlm 34. (2012)
- [13] Constitutional Court Decision Number 26/PUU-XI/2013
- [14] Indonesian Advocate Code of Ethics
- [15] Wiyanto, Roni: Asas-asas Hukum Pidana Indonesia. Surakarta. Mandar Maju. Hlm 143. (2012)
- [16] Kustiasih, Rini: Fredrich Yunadi Diberhentikan dari Peradi karena Telantarkan Klien. Retrieved from News of kompas.com. <https://nasional.kompas.com/read/2018/02/06/13544571/telantarkan-klien-fredrich-yunadi-diberhentikan-dari-peradi>. (2018)