

Structuring Liability in Performance-Based Copyright Infringement: A Legal Analysis of the Ari Bias and Agnes Mo Licensing Disputes

Alifa Nurdiannisa¹, Suherman²

*Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta
Jl. R.S Fatmawati No. 1, Cilandak, Jakarta Selatan 12450
E-mail: 2210611276@mahasiswa.upnvj.ac.id*

*Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta
Jl. R.S Fatmawati No. 1, Cilandak, Jakarta Selatan 12450
E-mail : suherman@upnvj.ac.id*

Submitted : 13/10/2025 Reviewed: 20/02/2026 Accepted: 03/03/2026

Abstract: *Commercial music performances frequently involve the use of copyrighted works, yet creators in Indonesia continue to face losses arising from unlicensed song usage and unpaid royalties. The dispute between Ari Bias and Agnez Mo highlights a longstanding ambiguity in the Copyright Law particularly the absence of an explicit division of responsibility between singers and event organisers for obtaining licences and ensuring royalty payments. This study examines which party bears primary legal responsibility within the framework of Law No. 28 of 2014 on Copyright, using a normative juridical approach supported by literature-based data collection and qualitative descriptive analysis. The study finds that although the Copyright Law does not expressly allocate responsibility, its formulation of “performers” encompasses both singers and event organisers. This interpretation aligns with the functional role each party plays in commercial performances: singers as those who communicate the work to the public, and organisers as entities that control the venue, derive economic benefit, and facilitate the commercial exploitation of the copyrighted work. Consequently, both parties share joint responsibility for obtaining licences and paying royalties. This interpretation is reinforced by the Supreme Court’s cassation ruling in the Ari Bias vs. Agnez Mo case, which identified error in persona due to the exclusion of the event organiser as a defendant. The decision underscores that responsibility in commercial song performances is inherently shared. These findings contribute to strengthening legal certainty and clarifying the obligations of singers, creators, and event organisers in Indonesia’s music industry, while demonstrating the need for more explicit regulatory guidance.*

Keywords: *Agnez Mo; Copyright; Licensing; Commercial*

DOI: *10.32801/lamlaj.v11i1.264*

INTRODUCTION

Indonesia is a state governed by law, in which everything within the country is regulated by laws as set out in Acts and other regulations. This also applies to Intellectual Property Rights. Intellectual Property Rights (IPR) are rights granted by law to individuals or groups over the products of their creations and creativity, which arise from human intellectual abilities in the fields of technology, science, art, and literature¹. Intellectual Property Rights provide legal protection so that creators or owners of works can enjoy the economic benefits of those works and protect their reputation and commercial interests. One of the main forms of Intellectual Property Rights is copyright. Copyright is legal protection for intellectual works that grants exclusive rights to creators to control and manage their creations (Indriani, 2018). Based on Article 40 (1) of Act Number 28 of 2014, there are 15 items protected by copyright, such as photography, books, and songs.

The type of copyright discussed in this study is copyright in songs or music. In the realm of music, copyright protects songs and musical compositions as important intellectual and economic assets for creators. Copyright protection in the field of music does not stop at recognising the songwriters, but also includes how the works are fairly utilised. Songs and musical compositions that are protected need to have their use regulated to prevent violations or losses to the creators. In this regard, songwriters have two important rights that will always be attached

to them and to the songs they create, namely: Moral Rights and Economic Rights. Moral Rights are rights inherently and eternally attached to the creator and cannot be transferred to anyone, whereas Economic Rights are the exclusive rights of the creator or the copyright holder to obtain economic benefits from their creations. Therefore, the mechanism for managing the utilisation of musical works becomes highly important. In this context, royalty management serves as the main instrument to ensure a balance between the interests of creators and users of the works. Royalty management is a crucial aspect in guaranteeing the economic rights of songwriters so that they may receive compensation for the commercial use of their works². Act Number 28 of 2014 on Copyright serves as the primary legal basis regulating the protection and management of royalties in Indonesia.

The licensing of song usage in commercial events is a crucial aspect in ensuring copyright protection for songwriters. In the legal context, such licensing functions as a mechanism for controlling the utilisation of musical works so that the rights of creators can be respected and effectively protected³. With valid licensing, songwriters are entitled to receive economic compensation in the form of royalties, which constitute their primary source of income. Therefore, licensing is not merely a formality, but an essential part of the copyright protection system that provides legal certainty for all parties involved in the commercial use of songs⁴.

¹ A. F. Utama, A., Titawati, T., & Loilewen, "Perlindungan Hukum Terhadap Hak Cipta Lagu Dan Musik Menurut Undang-Undang Nomor 28 Tahun 2004," *Ganec Swara* 13, no. 1 (2019): 78–83.

² Y. T Adam, M. A., & Muryanto, "Analisis Yuridis Pelarangan Penggunaan Lagu Oleh Pencipta Lagu Performer," *Politika Progresif: Jurnal Hukum, Politik Dan Humaniora* 1, no. 3 (2024): 91–103.

³ M Kurniawan, F. B., & Marsitiningih, "Penegakan Hukum Terhadap Pelanggaran Hak Cipta Musik Pada Konser Komersial (Studi Kasus Once Dengan Dewa 19)," *Law Journal*, 2025, 155–69.

⁴ C. A. P. A Muthmainnah, N., Pradita, P. A., & Bakar, "Perlindungan Hukum Terhadap Hak Cipta Bidang Lagu Dan/Atau Musik Berdasarkan PP Nomor 56 Tahun 2021 Tentang Pengelolaan Royalti Hak Cipta

In music industry practice, the use of songs in commercial events such as concerts, festivals, or other performances is common. However, such use must comply with applicable legal provisions, particularly those related to licensing and the payment of royalties to creators or copyright holders. Article 9 paragraph (2) of Act Number 28 of 2014 states that “any person exercising economic rights must obtain permission from the creator or copyright holder”. Failure to obtain such permission may be considered a copyright infringement and potentially result in legal sanctions. Nevertheless, in practice, there are differing perceptions regarding who is responsible for managing the licensing of song usage in commercial events. Some parties argue that event organisers are responsible for managing the licensing and paying royalties to the songwriter. However, there is also a view that singers or song users must obtain permission directly from the creator⁵. These differing perceptions create confusion and legal uncertainty in the music industry.

Differences in perception regarding the licensing of song performance at commercial events have recently gained widespread media attention following a case involving Ari Bias and Agnes Monica. This case was tried at the Commercial Court of Central Jakarta, with a lawsuit filed by Ari Bias against Agnez Mo on the grounds that Agnez Mo had performed his song without permission at concerts organised by HW SuperClub in several cities in Indonesia. As a result, the judge ruled that Agnes Mo was guilty of violating Article 9 (2) and (3) due to

the absence of licensing for performing the song “Bilang Saja”, owned by Ari Bias, and the absence of royalty payments to the copyright holder. Therefore, Agnes Monica was sentenced to pay material damages amounting to 1.5 billion rupiah, consisting of Rp 500,000,000 for each commercial event in which she performed the song “Bilang Saja”. However, Agnez Mo submitted an appeal to the Supreme Court, whose final decision annulled the previous ruling for several reasons. This situation has caused confusion regarding the division of responsibilities between creators and event organisers in relation to licensing for the use of songs at commercial events.

Research on this matter has previously been conducted by Oktavianto Setyo Nugroho with his study entitled “Juridical Review of the Right to Royalty Payments for Songwriters Based on Law Number 28 of 2014 Concerning Copyright (Case Study of Ari Bias vs Agnes Monica)” on 4 June 2025. This research provided a detailed overview of copyright infringements related to the commercial use of songs without permission and royalty payments, using the case study of Ari Bias and Agnes Monica. However, the study placed greater emphasis on aspects of royalty protection and the challenges in implementing the licensing system, as well as the economic and legal impacts, without comprehensively examining the division of legal responsibilities between event organisers and singers in licensing the use of songs, as in the case between Ari Bias and Agnez Mo⁶. Therefore, this study fills that gap by examining in depth the legal

Lagu Dan/Atau Musik,” *Padjadjaran Law Review* 10, no. 1 (2022): 110–23.

⁵ F Sanda, “PENGUNAAN LAGU DAN MUSIK SECARA KOMERSIAL YANG DIBAWAKAN OLEH PENYANYI/GRUP MUSIK DI PERNIKAHAN BERDASARKAN UNDANG-

UNDANG NO. 28 TAHUN 2014 TENTANG HAK CIPTA,” *Jurnal Privat Law* 12, no. 1 (2020): 89–97.

⁶ I Turnip, D. C., & Yazid, “Pertanggungjawaban Pembayaran Royalti Konser Perspektif Fatwa MUI Nomor 1 Tahun 2003 Tentang Hak Cipta,” *AL-SULTHANIYAH* 14, no. 2 (2025): 421–33.

provisions governing licensing responsibilities based on Act Number 28 of 2014 on Copyright and by interpreting the ruling to determine which party is legally responsible in the context of licensing the use of songs in commercial events, while also analysing the juridical implications and their practical implementation.

To fill this gap, the present study not only refers to the statutory framework in Law Number 28 of 2014 on Copyright but also integrates a set of interrelated theoretical foundations to establish a stronger analytical basis⁷. The theory of moral and economic rights emphasises that creators possess inherent personal rights over their works and are legally entitled to receive economic benefits from every commercial use⁸. These rights are directly linked to the principle of *suum cuique tribuere*, which requires that every individual be given what is rightfully theirs⁹. In the copyright context, this principle mandates that both performers and event organisers ensure that the creator obtains the economic rights mandated by law through proper licensing mechanisms.

These two conceptual bases converge into the more operational theory of joint liability, which is highly pertinent to commercial song performances. Such performances inherently involve collective participation: the singer, who publicly performs the work, and the event organiser, who controls the event, markets it, and derives economic benefits from audience attendance. Thus, responsibility for obtaining performance licences cannot logically be

assigned to only one party. This interpretation is strongly reinforced by the Supreme Court's Decision No. 825 K/PDT.SUS-HKI/2025, which overturned the previous judgment due to error in persona, namely the failure to include the event organiser as a defendant. The Court's correction is a significant juridical signal that the law perceives both parties as potentially bearing shared responsibility for copyright violations arising from commercial performances.

By grounding the analysis in statutory norms and strengthened by these theoretical pillars, this study aims to conduct a juridical analysis of licensing provisions for performing another person's song at commercial events and to identify the legal consequences arising from violations. Ultimately, this research is expected to clarify the division of legal responsibilities between singers and event organisers and to encourage compliance with applicable regulations thereby ensuring the protection of creators' rights and promoting legal certainty within the Indonesian music industry.

METHOD

The type of research that I will conduct in this field of law is a Normative Juridical study, namely legal research carried out by examining library materials as the basic data for the study, through an exploration of regulations and literature related to the issues being examined¹⁰. Normatively, this research will refer to the norms and articles contained in legislation. The legislation used in this

⁷ Harry Randy Lalamentik, *Kajian Hukum Tentang Hak Terkait (Neighboring Right) Sebagai Hak Ekonomi Pencipta Berdasarkan Undang-undang Hak Cipta Nomor 28 Tahun 2014*, Lex Privatum 6, no. 2, (2018): 12-19

⁸ Hendra Tanu Atmadja, *Hak Cipta Musik atau Lagu* (Jakarta: UI Fakultas Hukum, 2003) hlm 18

⁹ Dudu Duswara Machmudin, *Pengantar Ilmu Hukum, Sebuah Sketsa*, Refika Aditama, Bandung, 2010, hlm. 23.

¹⁰ Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif (Suatu Tinjauan Singkat)* (Jakarta: Rajawali Pers, 2001).

research is primarily focused on Act Number of 2014. The Problem Approach employed in this study is a statute approach, which is a research method carried out by examining all laws and regulations related to the legal issues under investigation. The case approach is conducted by examining cases related to the legal issues studied, particularly those that have obtained final and binding court decisions (*inkracht*).

a) Primary Legal Materials

1. The 1945 Constitution of the Republic of Indonesia (UD NRI 1945)
2. Act Number 28 of 2014 on Copyright (UUHC)
3. Government Regulation Number 56 of 2021 on the Management of Royalty for Copyright in Songs and/or Music
4. Decision Number 92/Pdt.Sus-HKI/Hak Cipta/2024/PN Niaga Jkt.Pst

b) Secondary Legal Materials

Sources of secondary legal materials are legal materials that provide explanations regarding primary legal materials, such as:

1. Previous research results
2. Academic theses.

The method of data collection used is normative research by gathering data through library research, using scientific journals, books, reliable news sources, and other valid references. The data analysis technique involves steps related to processing the predetermined data, both primary and secondary, that have been collected in order to answer the research problems through qualitative analysis techniques. The analysis of legal materials is carried out using content

analysis. This is done by employing a normative descriptive technique, namely analysing and elaborating in detail and systematically the problem-solving process in terms of both quality and description.

ANYLISIS AND DISCUSSION

Legal Provisions Regarding The Responsibility For Licensing The Use Of Songs In Commercial Events According To Law Number 28 Of 2014 Concerning Copyright

A creative work resulting from a person's thoughts and expressed in any form is protected by a right, namely copyright. Copyright itself is regulated in Act Number 28 of 2014, in which Article 1 paragraph 1 defines copyright as an exclusive right for the creator that arises automatically based on the declarative principle after a work is manifested in a tangible form, without prejudice to the limitations in accordance with statutory provisions¹¹. Copyright also regulates the exclusive rights possessed by a creator. Exclusive rights, pursuant to Article 5 of Act Number 28 of 2014, consist of moral rights and economic rights. Moral rights are perpetual rights attached to the creator, meaning that even when the protection period has long expired, they must still be acknowledged and respected in relation to the creator¹². These moral rights cannot be transferred to anyone as long as the creator is still alive. Economic rights are the rights that grant creators the authority to obtain economic benefits from their works, for example through licences, royalties, reproduction, and publication. Such economic benefits may derive from the act of announcing (performing rights), broadcasting

¹¹ S Miladiyanto, "Royalti Lagu/Musik Untuk Kepentingan Komersial Dalam Upaya Perlindungan Hak Cipta Lagu/Musik," *Jurnal Hukum RechtIdee* 10, no. 1 (2015): 1–17.

¹² Adam, M. A., & Muryanto, "Analisis Yuridis Pelarangan Penggunaan Lagu Oleh Pencipta Lagu Performer."

(broadcasting rights), reproducing which includes mechanical, printing, synchronisation, and advertising and distributing (distribution rights)¹³. Copyright protects numerous forms of creative works, including musical works or songs.

In protecting songs created by others, copyright plays a crucial role in licensing activities such as performing, showcasing, or disseminating another person's song at commercial events. The Commercial Event referred to here is an event organised by several people with the intention of gaining business value or profit from the audience attending the event. Although the Copyright Act does not explicitly define commercial events, an event may be categorised as commercial if there is an element of economic gain derived from the use of the copyrighted work. Based on the copyright legislation, any party using a copyrighted work in the form of a song belonging to someone else is obliged to first obtain permission from the copyright holder and must pay royalties if the work is used for commercial purposes¹⁴. Fulfilling the licensing requirements in performing another person's song at a commercial event plays an essential role because it is directly related to copyright protection and respect for the creative work of the songwriter. In other words, the licensing of song usage is not merely an administrative matter but also a form of legal and ethical compliance within the creative industry. This is important to create a healthy environment in which creative works can be used lawfully and event

organisers as well as performers are protected from the risk of copyright infringement, which may result in criminal or civil liability.

The performer is the principal subject who is obliged to obtain permission for the use of songs in commercial events. Pursuant to Article 1 point 6 of the Copyright Law, a performer is an individual or several individuals who present a work, either independently or collectively. Performers possess moral rights and economic rights, also known as performer's rights¹⁵. Thus, singers and event organisers fall into the category of performers, who are legally responsible for obtaining permission for the use of songs in the events they organise. Article 23 of the Copyright Law also explains that these performers hold economic rights over

The licensing for the use of other people's songs is regulated under Articles 9 (2) and (3) of Law Number 28 of 2014, which explain that any person or performer who exercises the economic rights of songs created by others must obtain permission from the composer. If this is carried out without permission, it is prohibited to publicly play the song in a commercial event. Therefore, obtaining permission from the composer before widely playing a song they have created is an obligation for performers. Any person or business actor who uses a musical work for commercial purposes and activities carried out in various venues such as cafés, hotels, restaurants, and others must first request permission from the composer or the legitimate copyright holder, as the

¹³ T. A Hendra, *Hak Cipta Musik Atau Lagu* (Jakarta: UI Fakultas Hukum, 2023).

¹⁴ L. U Rotinsulu, "Penegakkan Hukum Atas Pelanggaran Hak Ekonomi Pencipta Lagu Menurut Undang-Undang Nomor 28 Tahun 2014," *Lex Crimen* 5, no. 3 (2016).

¹⁵ T Salmaa, S. N., Amirulloh, M., & Safiranita, "Tanggung Jawab Penyanyi Sebagai Penampil Karya Terhadap Pencipta Dalam Komersialisasi Lagu Pada Konser Musik Yang Diadakan Oleh Pihak Ketiga Berdasarkan Undang-Undang Hak Cipta," *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan Humaniora* 2, no. 4 (2025): 54–65.

exclusive rights are intended solely for the composer, and no other party may derive economic benefit without the permission of the composer or the legitimate copyright holder¹⁶. This provision shows that permission constitutes a form of legal consent from the composer to another party for the legitimate use of their work. In the context of commercial events, this permission not only serves to provide legal certainty for users of the music but also functions as a form of protection for the composer's economic rights so that they continue to obtain financial benefit from their work. With the existence of a licensing obligation, the use of music in public spaces cannot be carried out freely without regard to the rights of the composer. This provision affirms that permission is not merely an administrative formality but a legal instrument that ensures a balance between the rights of the composer and the interests of society in enjoying creative works¹⁷.

The licensing mechanism for the use of songs in commercial events can be carried out in two ways, namely directly through the composer or through the National Collective Management Organisation (LMKN). If the composer is not affiliated with LMKN, then the singer or event organiser is obliged to apply for permission directly to the composer through a written request letter. This letter is usually in the form of a contractual agreement containing an arrangement of the rights and obligations of the parties, including the amount of royalties and the duration of the use of the song. Conversely, if the composer is affiliated with LMKN or a Collective

Management Organisation (LMK), the performer may prepare a written licence and submit it to LMKN along with the relevant documents. LMKN will then verify the licence and determine the amount of royalties to be paid by the performer. After obtaining the licence or official permission letter, the performer may perform the song at the commercial event and pay the amount of royalties determined by LMKN. LMKN will subsequently distribute the royalties to the composer and the relevant parties through the LMK to which they are affiliated. LMKN itself has the role of collecting and distributing royalties from users of works to composers or copyright holders in accordance with Article 87 of the Copyright Law and Government Regulation Number 56 of 2021 concerning the Management of Royalties for Copyright in Songs and/or Music. In Indonesia, there are nine LMKs that already hold operational licences from the Ministry of Law and Human Rights. These LMKs include SELMI, PAPPRI, ARDI, RAI, KCI, WAMI, Armondo, Starmusic, and PRCI¹⁸. Thus, LMKN acts as an intermediary that ensures that the economic rights of composers remain protected and that users of works can carry out commercial activities legally without violating the law. Through this system, composers obtain certainty that their economic rights are protected, while performers have the convenience of fulfilling their legal obligations through a mechanism facilitated by the state.

¹⁶ R Soemarsono, L. R., & Dirkareshza, "Urgensi Penegakan Hukum Hak Cipta Terhadap Pembuat Konten Dalam Penggunaan Lagu Di Media Sosial," *Jurnal USM Law Review* 4, no. 2 (2021): 615–30.

¹⁷ E. M. A Subekti, A., & Niswah, "Perlindungan Hukum Hak Cipta Terhadap Pemutaran Lagu Dalam Live Music Performance Perspektif Undang-Undang Hak Cipta Dan Hifz Al-Mal Di Kafe Purwokerto," *EL-*

Uqud: Jurnal Kajian Hukum Ekonomi Syariah 2 (2024): 75–89.

¹⁸ Moh Dani Pratama Huzaini, "No Title," *hukumonline.com*, 2022, <https://www.hukumonline.com/berita/a/kenali-lembaga-manajemen-kolektif-pelaksana-tata-kelola-royalti-hak-cipta-di-indonesia-lt5b8668951249c>.

Pursuant to Article 25 (5) of the Copyright Law, an exception is granted to performers from obtaining permission from composers if they wish to perform their works at commercial events, provided that royalties have been paid directly to LMKCN. This means that the payment of royalties is regarded as a form of indirect consent (implied licence) from the composer through the organisation representing them. However, this often gives rise to issues in practice, as there is no clear division of responsibility between the singer as the performer and the event organiser as the party facilitating the activity.

Under United States law, the United States Copyright Act (17 U.S.C.) positions the venue owner or event organizer as the primary party responsible for obtaining performing rights licenses from collective management organizations such as ASCAP, BMI, and SESAC.¹⁹ This allocation of responsibility is based on two core principles: first, the party that controls the premises and derives economic benefit from the use of copyrighted works is deemed the primary user; and second, the application of vicarious and contributory liability doctrines, which allow venues to be held liable even when the infringing act is committed by the performer. In this framework, singers are not required to secure licenses unless they act as promoters or organize their own performances.

A similar liability structure exists across European jurisdictions, where national laws implementing the EU Copyright Directive affirm that the party

communicating a work to the public is the one controlling the means of communication or the venue. Collective management organizations such as GEMA (Germany), SACEM (France), and PRS (United Kingdom) consistently collect royalties from event organizers rather than performers, reinforcing the norm that the duty to obtain a public performance license lies with the operator of the performance space²⁰

These international comparisons strengthen the interpretation of the phrase “Setiap Orang” (“Every Person”) in Article 9 of the Indonesian Copyright Law. Grammatically, the provision appears broadly applicable. However, through a systemic interpretation grounded in the theory of economic and moral rights, the legal subject responsible for obtaining licenses is the party that controls the use of the work and derives direct economic benefit from it. In the context of commercial music performances, these indicators are consistently met by event organizers rather than singers, making organizers the primary users who must ensure the fulfillment of authors’ economic rights. Moreover, from a teleological perspective, the purpose of Article 9 is to ensure the effective flow of royalties to authors. Imposing administrative licensing obligations on singers who neither control the venue nor manage the event’s commercial mechanisms would run counter to the intended function of copyright law itself.²¹

In practice, performers sometimes neglect licensing or the payment of royalties to the relevant parties, which constitutes a

¹⁹ U.S. Copyright Office. (2024). *Circular 92: Copyright Law of the United States and Related Laws Contained in Title 17 of the United States Code*. Washington, D.C.: U.S. Copyright Office. Hlm 4

²⁰ Synodinou, Tatiana. 2023. *EU Copyright Law, an Ancient History, a Contemporary Challenge*. Available at SSRN:

<https://ssrn.com/abstract=4637612> atau <http://dx.doi.org/10.2139/ssrn.4637612>

²¹ Rahmanda, Bagus, dan Kornelius Benuf. “Perlindungan Hukum Bagi Pemilik Lagu Terkait Cover Lagu dan Penggunaan Suara Latar pada Platform YouTube.” *Gema Keadilan* 8, no. 2 (2021). 1-10

violation. In accordance with Article 95 of the Copyright Law, it is stipulated that Music Composers have the right to file a claim for damages before the commercial court for infringements of their copyrights²². In addition to a claim for damages, Song Composers may file a criminal claim if there is an indication of a criminal act therein. However, Song Composers may also bring the matter through non-litigation means in the form of negotiation, mediation, conciliation, and other methods chosen by the parties in accordance with the applicable laws. This is further supported by Article 113, which regulates criminal sanctions, namely imprisonment of up to 4 (four) years and/or a fine of up to Rp1,000,000,000 (one billion rupiah) for any person who, without authorisation, uses another person's copyrighted work for commercial purposes.

Thus, it can be concluded that the legal provisions regarding the responsibility for licensing the use of songs in commercial events under Law Number 28 of 2014 place performers as the parties obliged to obtain permission or pay royalties before making use of another person's song. However, the Copyright Law has not provided a clear boundary regarding the division of responsibility between singers and event organisers, so in practice, uncertainty often arises concerning who should be held legally responsible.

Division of Responsibility for Licensing the Commercial Use of Songs Based on the case between Ari Bias and Agnes Mo

Copyright in songs has become a serious issue in Indonesia because there are

still many serious cases brought before the courts related to this matter. One of the cases in Indonesia relating to song copyright is the case between Ari Bias and Agnes Mo. The case between Ari Bias and Agnez Mo attracted considerable public attention, ranging from ordinary members of society to well-known singers and songwriters. The origin of this case was when Agnez Mo performed a song belonging to Ari Bias titled "Bilang Saja" at a commercial event held at W SuperClub Surabaya on 25 May 2023, H SuperClub Jakarta on 26 May 2023, and W SuperClub Bandung on 27 May 2023 without authorisation and without the payment of royalties to Ari Bias. Due to this, Ari Bias filed a claim before the Commercial Court under case number: 92/pdt.sus-hki/cipta/2024/pn niaga jkt.pst. The positions of the parties in the case comprised: Arie Sapta Hernawan (Ari Bias) as the Plaintiff, Agnes Monica Muljoto (Agnez Mo) as the Defendant, and PT. Aneka Bintang Gading HW Central Office as a Co-Defendant.

In the case, Agnez Mo was declared guilty of violating Article 9(2) of Law Number 28 of 2014, which stipulates that any person who uses the Economic Rights of a performance of a creation must obtain permission from the creator. Paragraph 3 of this Article also explains that if there is no permission from the creator to perform the creation, then it is prohibited from being performed. In this regard, Agnez Mo performed the song "Bilang Saja" belonging to Ari Bias without the creator's consent, which clearly constitutes a violation of Article 9(2) of the Copyright Law²³. The final

²² D Neltje, J., & Fitriana, "Perlindungan Hukum Pemegang Hak Cipta Terhadap Tindakan Penggandaan Atau Penggunaan Secara Komersial Ciptaan Berdasarkan Pasal 9 Undang-Undang No. 28 Tahun 2014 Tentang Hak Cipta," *Krtha Bhayangkara* 17, no. 2 (2023): 317–32.

²³ F. M Asmara, C. A. D. F., Arifin, Z., & Anwar, "Penyelesaian Sengketa Hak Cipta Antara Pencipta Lagu Dan Penyanyi," *Jurnal USM Law Review* 6, no. 2 (2023): 860–72.

judgment of the case was that Agnez Mo was found guilty and was ordered to pay compensation for having used the song belonging to Ari Bias without the creator's permission, amounting to a total of Rp 1,500,000,000, with a breakdown of Rp 500,000,000 for each commercial event.

However, Agnez Mo was not satisfied with the decision; she and her legal counsel filed a petition for cassation to the Supreme Court by submitting a Power of Attorney on 3 February 2025. Agnez Mo submitted the petition for cassation because she considered that the judgment in case number: 92/pdt.sus-hki/cipta/2024/pn niaga jkt.pst was unfair in deciding a case and also that her claim was vague or unclear. Due to this, the Supreme Court granted the Petition for Cassation filed by Agnez Mo and her legal counsel, with the new case number: 825 K/Pdt.Sus-HKI/2025.

In the judgment, the Judge decided to annul Decision Number: 92/pdt.sus-hki/cipta/2024/pn niaga jkt.pst because the claim contained an error in persona, in which the event organiser, namely PT Aneka Bintang Gading, which manages the club where Agnez Mo performed the song "Bilang Saja" belonging to Ari Bias, should have been designated as a Defendant and not merely as a Co-Defendant. Referring to Article 1 number 6 of Law Number 28 of 2014 on Copyright, it is stated that a Performer is an individual or several individuals who, individually or jointly, display or perform a Creation, meaning that PT Aneka Bintang Gading should also have been designated as a Defendant in this case.

That based on these grounds, the Plaintiff's claim was unclear and vague regarding the parties designated as Defendants, so the Plaintiff's claim did not fulfil the formal requirements of a copyright infringement claim; therefore, the Plaintiff's

claim had to be declared inadmissible. Accordingly, on 11 August 2025, the Judge decided to grant the petitioner's request, which in this case was Agnez Mo, by annulling Decision Number: 92/pdt.sus-hki/cipta/2024/pn niaga jkt.pst. This means that the compensation previously paid by Agnez Mo was cancelled or is no longer valid.

The case between Ari Bias and Agnez Mo has created confusion regarding the division of responsibility in obtaining permission for the use of songs in commercial events between the event organiser and the singer. The lack of understanding of the responsibilities of each party may result in the matter being brought before the court. The responsibility for obtaining permission to use songs in commercial events lies with the performers, namely the singer and also the event organiser. The singer, as a performer, possesses moral rights but also bears a moral responsibility to respect copyright. When performing another person's song in a commercial context, the singer is deemed to be participating in the "exploitation of the work". The organiser is the party that facilitates the event, derives economic benefit, and is therefore obliged to handle the authorisation for the use of the song. When viewed from the responsibility of each party, it is evident that both parties essentially share the same responsibility in obtaining permission from the songwriter before performing another person's song in front of the public.

In the Copyright Law itself, it is not clearly regulated whose responsibility it is to obtain permission for the use of songs in commercial events. The Copyright Law in Article 9 only states "Every Person...", which may refer to anyone. The problem arises because the phrase "every person"

refers to those who use copyrighted musical works for commercial activities and/or for purposes related to commercial activities²⁴. Then, in Article 1 number 6, performers are defined, from which it can be concluded that both the singer and the event organiser share equal responsibility in obtaining permission for the use of songs in commercial events. This creates confusion and multiple interpretations among the public, which ultimately hinders copyright protection, resulting in a lack of legal certainty regarding this matter.

On the other hand, Article 23 (5) states that permission from the songwriter in commercial events is not required if royalties have been paid to LMKN. This gives rise to inconsistency in the enforcement of the Law. The inconsistency between these articles creates legal uncertainty, which has the potential to generate ambiguity in its application²⁵. Thus, according to the theory of legal certainty, the Copyright Law needs to be clarified and detailed so that it not only affirms who holds the rights but also who is obliged to obtain permission and pay royalties. Without such clarity, the protection of the economic rights of creators will not be optimal, as the law would fail to provide certainty for the parties concerned.

The enforcement of the law becomes ineffective because the responsibilities of the singer and the organiser overlap. In the context of the Ari Bias vs Agnes Mo case, this lack of clarity becomes relevant due to a dispute regarding who should request permission and pay royalties for the commercial use of a song in a performance. To achieve a proper outcome for the creator as well as for the singer or the organiser, the

responsibilities must be clarified and detailed juridically so that clear legal certainty is established and overlapping obligations are avoided. Moreover, the involved parties will not feel disadvantaged because legal certainty is already in place.

Legal protection for songwriters should be the main priority. However, because the Copyright Act does not regulate the division of responsibilities in detail, creators often do not obtain optimal protection when violations occur. Based on the principle of *Suum cuique tribuere*, it is explained that justice is achieved when each individual receives rights, obligations, and responsibilities according to their respective portions and roles. Therefore, when associated with copyright over songs, singers, event organisers, and other related parties must each have their own role to achieve justice under the law.

This hindrance will result in losses for many parties, such as songwriters, singers, event organisers, and others. An example is the case between Ari Bias and Agnez Mo, who were affected by the obstruction of copyright protection not only the songwriter but also the singer and the event organiser. Therefore, several singers submitted a judicial review related to Law No. 28 of 2014, or what is known as the Copyright Act. In this way, the related parties also expect clear regulation concerning the distribution of responsibilities in the Copyright Act, so that incidents such as the Ari Bias and Agnez Mo case do not occur again.

CONCLUSION

Copyright remains a significant legal issue in Indonesia, particularly in relation to licensing requirements for the use of songs in

²⁴ W Panjaitan, H., & Sinaga, "Performing Right Hak Cipta Atas Karya Musik Dan Lagu Serta Aspeknya," 2017.

²⁵ Turnip, D. C., & Yazid, "Pertanggungjawaban Pembayaran Royalti Konser Perspektif Fatwa MUI Nomor 1 Tahun 2003 Tentang Hak Cipta."

commercial events. Law Number 28 of 2014 regulates licensing obligations under Article 9(2)–(3), which stipulate that performing a copyrighted song requires prior permission from the creator. This provision, however, was not fulfilled by Agnez Mo when performing Ari Bia’s song “Bilang Saja” at commercial events held at HW SuperClub across several Indonesian cities in 2023. The case progressed to the cassation stage due to inconsistencies in earlier judicial decisions, triggering broad public criticism and revealing substantial uncertainty in the interpretation of licensing obligations.

This legal controversy has also generated confusion among the public regarding whether the responsibility to obtain a performance licence lies primarily with the singer or with the event organiser. The Copyright Law itself does not expressly define how licensing responsibilities should be allocated. While the Law refers to both singers and event organisers as “performers,” it does not provide doctrinal clarity regarding their respective liabilities. As a result, both parties appear to bear comparable obligations, even though their roles, control over the event, and economic benefits differ significantly.

Based on the analysis, it is evident that the current regulatory framework lacks clarity and fails to provide the legal certainty necessary to prevent disputes. Therefore, this study concludes that a more explicit division of licensing responsibilities is urgently required. In line with the principle of *suum cuique tribuere*—that each party must receive and bear what is rightfully theirs—the law should clearly define primary liability and secondary liability in the context of commercial song performances. Event organisers, as the parties who control the venue, enable the public communication of the work, and receive direct economic benefit, should bear primary

liability for obtaining performance licences. Singers, who merely execute the performance without controlling the economic or organisational framework of the event, should bear **secondary liability**, applicable only when they also act as promoters or organisers.

Accordingly, this study recommends that the Government and the legislature amend the Copyright Law or issue a Government Regulation to explicitly regulate the allocation of responsibility between singers and event organisers. Such reforms would not only harmonise Indonesian law with international standards but also eliminate ambiguity, promote compliance, and strengthen the protection of creators’ economic rights within the Indonesian music industry.

BIBLIOGRAPHY

Books

- Abdul Atsar, *Mengenal Lebih Dekat Hukum Hak Kekayaan Intelektual*, Yogyakarta: Deepublish, 2018
- Atmadja, T. A. Hendra. *Hak Cipta Musik atau Lagu*. Jakarta: UI Fakultas Hukum, 2023.
- Duswara Machmudin, Dudu. *Pengantar Ilmu Hukum: Sebuah Sketsa*. Bandung: Refika Aditama, 2010.
- Hadi Setia Tunggal, *Hukum Hak Kekayaan Intelektual*, Jakarta: Harvarindo, 2012
- Hery Firmasyah, *Perlindungan Hukum Terhadap Merek*. Yogyakarta: Penerbit Medpress Digital, 2013
- Panjaitan, W., H. Panjaitan, dan Sinaga. “Performing Right Hak Cipta atas Karya Musik dan Lagu serta Aspeknya.” Jakarta: UKI Press 2017.
- Soekanto, Soerjono, dan Sri Mamudji. *Penelitian Hukum Normatif (Suatu Tinjauan Singkat)*. Jakarta: Rajawali Pers, 2001.

Journal

- Adam, Y. T., M. A. Y. Adam, dan Muryanto. "Analisis Yuridis Pelarangan Penggunaan Lagu oleh Pencipta Lagu Performer." *Politika Progresif: Jurnal Hukum, Politik dan Humaniora* 1, no. 3 (2024): 91–103.
- Asmara, F. M., C. A. D. F. Asmara, Arifin, Z., dan Anwar. "Penyelesaian Sengketa Hak Cipta Antara Pencipta Lagu dan Penyanyi." *Jurnal USM Law Review* 6, no. 2 (2023): 860–72.
- Jaman, Ujang Badru, Galuh Ratna Putri, dan Tiara Azzahra Anzani. "Urgensi Perlindungan Hukum Terhadap Hak Cipta Karya Digital." *Jurnal Rechten: Riset Hukum dan Hak Asasi Manusia* 3, no. 1 (2021): 9-19
- Kurniawan, M., F. B. Kurniawan, dan Marsitiningih. "Penegakan Hukum Terhadap Pelanggaran Hak Cipta Musik pada Konser Komersial (Studi Kasus Once dengan Dewa 19)." *Law Journal* (2025): 155–69.
- Lalamentik, Harry Randy. "Kajian Hukum Tentang Hak Terkait (Neighboring Right) Sebagai Hak Ekonomi Pencipta Berdasarkan Undang-Undang Hak Cipta Nomor 28 Tahun 2014." *Lex Privatum* 6, no. 2 (2018): 12–19.
- Lutfi, Rais, Muhammad Fauzi, dan Agus Sardjono. "Kajian Hukum Implementasi Undang-Undang Nomor 28 Tahun 2014 tentang Hak Cipta Terkait Perlindungan Hak Cipta Ceramah Agama." *Technology and Economics Law Journal* 2, no. 2 (2023): 351-363 <https://doi.org/10.21143/TELJ.vol2.no2.1046>
- Muthmainnah, C. A. P. A., N. Muthmainnah, Pradita, P. A., dan Bakar. "Perlindungan Hukum Terhadap Hak Cipta Bidang Lagu dan/atau Musik Berdasarkan PP Nomor 56 Tahun 2021 tentang Pengelolaan Royalti Hak Cipta Lagu dan/atau Musik." *Padjadjaran Law Review* 10, no. 1 (2022): 110–23.
- Neltje, D., J. Neltje, dan Fitriana. "Perlindungan Hukum Pemegang Hak Cipta Terhadap Tindakan Penggunaan atau Penggunaan Secara Komersial Ciptaan Berdasarkan Pasal 9 Undang-Undang No. 28 Tahun 2014 tentang Hak Cipta." *Krtha Bhayangkara* 17, no. 2 (2023): 317–32.
- Rahmanda, Bagus, dan Kornelius Benuf. "Perlindungan Hukum Bagi Pemilik Lagu Terkait Cover Lagu dan Penggunaan Suara Latar pada Platform YouTube." *Gema Keadilan* 8, no. 2 (2021): 1–10.
- Rotinsulu, L. U. "Penegakkan Hukum atas Pelanggaran Hak Ekonomi Pencipta Lagu Menurut Undang-Undang Nomor 28 Tahun 2014." *Lex Crimen* 5, no. 3 (2016).
- Salmaa, T., S. N. Salmaa, Amirulloh, M., dan Safiranita. "Tanggung Jawab Penyanyi sebagai Penampil Karya terhadap Pencipta dalam Komersialisasi Lagu pada Konser Musik yang Diadakan oleh Pihak Ketiga Berdasarkan Undang-Undang Hak Cipta." *Hukum Inovatif: Jurnal Ilmu Hukum Sosial dan Humaniora* 2, no. 4 (2025): 54–65.
- Sanda, F. "Penggunaan Lagu dan Musik secara Komersial yang Dibawakan oleh Penyanyi/Grup Musik di Pernikahan Berdasarkan Undang-Undang No. 28 Tahun 2014 tentang Hak Cipta." *Jurnal Privat Law* 12, no. 1 (2020): 89–97.
- Subekti, E. M. A., A. Subekti, dan Niswah. "Perlindungan Hukum Hak Cipta Terhadap Pemutaran Lagu dalam Live Music Performance Perspektif Undang-Undang Hak Cipta dan Hifz al-Mal di Kafe Purwokerto." *El-Uqud: Jurnal*

- Kajian Hukum Ekonomi Syariah* 2 (2024): 75–89.
- Synodinou, Tatiana. “EU Copyright Law, an Ancient History, a Contemporary Challenge.” 2023. <https://ssrn.com/abstract=4637612>.
- Turnip, D. C., dan Yazid. “Pertanggungjawaban Pembayaran Royalti Konser Perspektif Fatwa MUI Nomor 1 Tahun 2003 tentang Hak Cipta.” *AL-SULTHANIYAH* 14, no. 2 (2025): 421–33.
- U.S. Copyright Office. *Circular 92: Copyright Law of the United States and Related Laws Contained in Title 17 of the United States Code*. Washington, D.C.: U.S. Copyright Office, 2024.
- Utama, A. F., A. Utama, T. Titawati, dan T. Loilewen. “Perlindungan Hukum Terhadap Hak Cipta Lagu dan Musik Menurut Undang-Undang Nomor 28 Tahun 2004.” *Ganec Swara* 13, no. 1 (2019): 78–83.
- Internet**
- Huzaini, Moh Dani Pratama. “Kenali Lembaga Manajemen Kolektif: Pelaksana Tata Kelola Royalti Hak Cipta di Indonesia.” *Hukumonline.com*, 2022. <https://www.hukumonline.com/berita/a/kenali-lembaga-manajemen-kolektif--pelaksana-tata-kelola-royalti-hak-cipta-di-indonesia-lt5b8668951249c>.