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Dispute Resolution over Music Performance Contract Cancellation Due to the Effects of Controversial Actions

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ABSTRACT

This research aims to analyze the category of music performance contract cancellations due to controversial actions and the forms of non-litigation dispute resolution between the event organizer and 1975. This study combines normative and empirical research methods. Subsequently, the collected data were analyzed qualitatively to describe the problem and address the research purposes. The results show that the controversial actions of The 1975 vocalist in Malaysia, leading to the cancellation of their performance at "We the Fest 2023" in Jakarta, constitute a breach of contract. This cancellation not only reveals the direct impact on the event but also highlights the importance of clauses in contracts that specifically regulate public behavior and the potential consequences of such behavior, both legally and ethically. Furthermore, the dispute resolution between the Event Organizer and The 1975 following the cancellation of their performance was achieved through negotiation. The dispute resolution process between the two parties was effective and took only two days, demonstrating that negotiation is a quick and efficient non-litigious method. Therefore, it is recommended that event organizers and artists, singers, or bands include and clarify clauses in performance contracts related to public behavior and its potential consequences. These clauses should detail the fines or legal consequences that may arise from controversial actions that could negatively affect the execution of the contract or the reputation of the involved parties. Additionally, Event Organizers are advised to set behavior standards that band personnel must adhere to while on stage, thereby minimizing the risk of future music performance cancellations. Lastly, both Event Organizers and music bands should prioritize non-litigation as the initial step before pursuing litigation, as negotiation has proven efficient and effective in resolving disputes arising from breaches of contract due to controversial actions.

Keywords: Breach of Contract; Controversial Action; Music Performance; Negotiation; The 1975.

INTRODUCTION

Music performances have become integral to the entertainment industry, adding diversity and nuances to societal life. Event organizers are crucial role in making these performances successful, from meticulous planning to effective implementation (Munawaroh & Nurjanah, 2023). Organizing a performance involves logistical planning and promotion and requires harmonious cooperation between event organizers and artists, such as singers or bands.

In the industry, drafting music performance contracts forms the legal foundation governing the relationship between event organizers and music bands. These contracts are established based on principles outlined in Article 1320 of the Civil Code, emphasizing the validity conditions of an agreement (Carissa et al., 2022). Each contract also includes clauses detailing each party's rights and responsibilities, covering all aspects like performance schedules, technical requirements, revenue sharing, and handling potential issues.

At the same time, the contract serves as a binding legal tool and an operational guideline that aids both parties in maintaining harmony and professionalism. The presence of a comprehensive and well-designed contract is key to achieving mutual goals (Jamilah et al., 2022). With a contract in place, both parties can clearly understand

their rights and obligations, ensuring the smooth and successful execution of a music performance.

However, there are situations where a music performance contract may not achieve its intended purpose. The breach of contract becomes a serious obstacle to executing music performance contracts. A breach occurs when one party fails to fulfill its obligations as agreed in the contract (Gadjong, 2023). For example, an event organizer might fail to provide adequate facilities, or a performance by a singer or band might falter. Such situations often result in financial and reputational losses for both involved parties (Siregar et al., 2019).

Beyond breach of contract, other often overlooked factors can significantly impact the situation, such as force majeure (Schwartz, 2020). This legal term describes circumstances beyond human control, such as extreme weather, natural disasters, and government regulations or bans that thwart scheduled activities. In such cases, the music performance cannot proceed as initially planned, often considered a valid justification for not fulfilling contractual obligations.

The consequence of force majeure situations is contract cancellation, legally known as termination by law. When a contract is terminated due to force majeure, the obligations listed in the contract become void, and the parties are released from their responsibilities (Orabueze et al., 2022). This cancellation protects the parties from potential legal claims arising from the inability to fulfill obligations due to uncontrollable circumstances. This situation highlights the importance of including a force majeure clause in music performance contracts to anticipate and manage unforeseen risks.

On the other hand, cancellations due to breach of contract or force majeure often lead to complex legal disputes. Each contract cancellation case allows the parties to seek resolution through legal procedures, which can proceed via two main pathways: litigation and non-litigation (Ayu & Kurniawan, 2024). Disputes resolved through litigation require the parties to undergo a formal court process (Rahmawati & Zuhdi, 2022), often involving significant time and expense.

As an alternative, Indonesian law regulates non-litigation dispute resolution processes according to Law Number 30 of 1999. This mechanism includes arbitration and other dispute resolution alternatives like negotiation. Arbitration offers a quicker and more confidential process where the parties choose an arbitrator to make a binding decision on the case (Bantekas, 2020). Meanwhile, negotiation emphasizes a more collaborative resolution and seeks a mutual agreement (Mann et al., 2024).

The non-litigation dispute resolution process is often seen as more flexible and can be tailored to the specific needs of the parties involved in a music performance

contract. With this option available, the parties hope to resolve their differences more efficiently and effectively. At the same time, they minimize negative impacts and maintain good professional relationships for future cooperation.

As a real example of a contract dispute in Indonesia, the cancellation of The 1975's performance at "We the Fest 2023" on July 23, 2023, in Jakarta drew widespread attention (Dewi, 2023). The cancellation decision followed controversial actions by Matty Healy, the band's vocalist, at an earlier performance at the "Good Vibes Festival" on July 21, 2023, in Malaysia. Healy's actions, which included criticizing Malaysia's anti-LGBT laws, sparked widespread controversy, particularly due to behavior and remarks deemed inappropriate by local social and legal norms

While performing in Malaysia, Matty Healy not only expressed views contrary to local regulations but also engaged in provocative actions, such as kissing his male bass player on stage. This public display of homosexuality, which immediately attracted media and public attention, constitutes a violation of Malaysian law, with potential imprisonment of up to 20 years. The reaction to these actions extended beyond Malaysia, impacting decisions in Indonesia, where public acts of homosexuality are illegal, though the penalties are not as severe as in Malaysia.

The phenomenon of 1975's performance cancellation is not new in Indonesia. Similar cases have occurred where music performances by artists or bands with a homosexual orientation have faced strong opposition from specific community groups (Sorongan, 2023). This opposition not only affects the execution of events but also influences the internal policies of organizers, who must carefully balance freedom of expression and the sensitivity of prevailing social values. In recent years, such situations have sparked various legal debates and disputes over individual rights and freedoms versus societal norms and values (Harianto, 2016).

In the context of "We the Fest 2023," the contract cancellation dispute between the event organizer and 1975 was resolved through non-litigation mechanisms. Resolving issues this way indicates a preference for more peaceful and constructive solutions, saving time and costs while enabling both parties to reach a mutually beneficial agreement. Non-litigation processes, such as negotiation, mediation, or arbitration, are often viewed as more efficient approaches for resolving conflicts in the entertainment industry, where long-term relationships and public reputation are highly valued.

Based on the description above, this research aims to analyze the category of music performance contract cancellations due to controversial actions and the forms of non-litigation dispute resolution between the event organizer and 1975. This research is significant because non-litigation resolution decisions are usually not published and

remain confidential, making information about the process and the basis for decision-making less accessible to the public. Through this analysis, the study seeks to reveal how non-litigation mechanisms are implemented in controversial cases in the music industry and the implications of decisions made for both involved parties. The benefit of this research is that it will provide broader insights to event organizers, singers or music bands, and the general public on the importance of managing contracts and disputes more transparently and offering policy recommendations for handling similar cases in the future.

METHOD

This study combines normative and empirical research methods. The normative method analyzes legal issues based on legislation (Qamar & Rezah, 2020). At the same time, the empirical method focuses on the practice of law regarding reciprocal relationships with social phenomena, encompassing economic, political, psychological, and anthropological aspects (Irwansyah, 2021). The types and data sources used in this study are primary and secondary. Primary data collection was done through direct interviews with informants, while secondary data were obtained through a literature review of legal materials. Subsequently, the collected data were analyzed qualitatively to describe the problem and address the research purposes (Sampara & Husen, 2016).

RESULTS AND DISCUSSION

A. Contract Dispute Categories Due to the Effects of Controversial Actions

Drafting music performance contracts between event organizers and music bands is a crucial process that derives strong legal grounding from Article 1320 of the [Civil Code](#). This provision specifically mentions four essential conditions that must be met to create a valid agreement: mutual consent of the parties, the legal capacity of the parties to enter into a contract, a specific subject matter, and a lawful cause (Batubara et al., 2023). All four conditions must be satisfied for the contract to be considered valid and binding, thus ensuring the legal certainty required in creating music performance contracts.

In legal terms, the subjective conditions outlined in Article 1320 points 1 and 2 of the [Civil Code](#) cover mutual consent and the legal capacity of the parties (Sugiastuti & Purnamasari, 2023). Consent must be given freely, without coercion, misunderstanding, or fraud. Legal capacity refers to the legal ability of the parties to bind themselves in a contract, such as being of legal age and having mental capacity. If these subjective conditions are not met, the agreement can be annulled, allowing the disadvantaged party to request the annulment.

The objective conditions governed by Article 1320 points 3 and 4 of the [Civil Code](#) demand the presence of a specific subject matter and a lawful cause ([Siregar et al., 2022](#)). The specific subject matter must be clear and defined, for example, regarding the performance schedule and the associated rights and obligations. A lawful cause ensures the contract's contents do not violate any laws or prevailing social norms. Non-compliance with these objective conditions results in the agreement being considered null and void ab initio.

Understanding these conditions thoroughly ensures that all music performance contracts adhere to Article 1320 of the [Civil Code](#). Compliance with these stipulated conditions embodies the goal of legal certainty. This ensures that each party understands its rights and obligations and establishes a strong legal foundation to prevent disputes in the future.

Furthermore, each clause included in music performance contracts is designed to clarify the distribution of responsibilities between the event organizer and the music band. These clauses must comply with Article 1234 of the [Civil Code](#), which includes obligations to give something, do something, and the prohibition against doing something ([Dwi & Efendi, 2023](#)). This content helps regulate in detail what is expected from each party, thereby minimizing potential conflicts that might arise during the contract's execution. Careful and detailed application of these clauses is vital in maintaining the smooth operation of the agreed terms ([Purnamasari et al., 2023](#)).

With clear clauses outlined in the contract, both parties can operate within the agreed boundaries without fear of breach or misunderstanding. A comprehensive and detailed contract also allows both parties to effectively monitor fulfilling each other's obligations. This positively impacts maintaining professional relationships between the event organizer and the music band, ultimately contributing to the event's success. The contract's clarity ensures fairness and facilitates harmonious and productive cooperation among the parties involved.

However, there are situations where the contract does not function as intended, which can lead to the cancellation of a music performance. These situations often relate to force majeure events or breaches of contract. Distinguishing between these two situations in a real case requires a detailed analysis of the contract provisions and existing facts. Here, complexity arises in determining whether a situation can legitimately be categorized as a force majeure event or a breach of contract.

Assessing the elements of force majeure in the context of music performance contracts requires a deep understanding based on Article 1244 and Article

1245 of the [Civil Code \(Pratama, 2022\)](#). The first element, the inability to fulfill performance, is often a starting point in evaluating force majeure claims. For instance, a band might be unable to perform at a planned event due to unexpected travel bans. The presence of obstacles beyond the band's control satisfies the first element of force majeure.

The second element emphasizes that the cause of the inability must not relate to the fault or negligence of the affected party. If the band or event organizer cannot perform their duties due to factors unrelated to their actions or decisions, they can claim force majeure. For example, if an earthquake damages a concert venue, this situation is beyond control and not caused by either party's negligence.

Finally, the third element requires that the event causing the inability was unforeseeable and unavoidable. In the context of music performances, this could involve sudden extreme natural events that could not have been predicted, such as a major storm or other natural disasters. A valid force majeure claim requires evidence that no actions could have been taken by the affected parties to prevent or address the condition. Compliance with these three elements is key to determining the validity of a force majeure claim in music performance contract disputes.

Meanwhile, it is also important to understand the aspects of breach of contract in music performance contracts, governed by Article 1234 and Article 1238 of the [Civil Code \(Tektona, 2021\)](#). A breach occurs when one party fails to fulfill obligations as agreed in the contract. Elements of a breach include failing to do what was promised, doing something but not as promised, delaying what was promised, and doing something that should not have been done per the agreement.

In the context of an event organizer, a breach could include not providing facilities promised in the contract, such as an adequate sound system or sufficient security for the event. If the event organizer provides a sound system that does not meet the agreed standards, this constitutes a breach of doing what was promised but not as promised. Additionally, if the event organizer is late in paying fees or fails to provide accommodations for the band members, this also falls under the category of a breach.

Conversely, the singer or music band can also commit a breach. For example, if the band does not perform at the agreed time without a valid reason, this is a form of failing to do what was promised. If the band performs but deviates from the agreed set list or plays for a shorter duration than stipulated in the contract, this is an example of doing what was promised but not as it was promised. A singer or band using stage props prohibited by the contract also constitutes doing something that should not have been done per the agreement.

As a tangible example of a contract dispute in Indonesia, the cancellation of The 1975's music performance at "We the Fest 2023" on July 23, 2023, in Jakarta drew attention from many parties. This cancellation raises significant questions about artists' legal limits and moral responsibilities, triggered by Matty Healy's controversial act of kissing the band's bassist during a performance in Malaysia. Therefore, it is crucial to assess how Matty Healy's controversial actions from 1975 affected the execution of the contract with the Event Organizer.

From a penal law perspective, this case involves an analysis of Article 292 of the [Old Penal Code](#) and Article 414 section (1) of the [New Penal Code](#). However, it is important to note that these incidents occurred outside Indonesia, so these penal provisions do not apply. In this case, Matty Healy committed no legal violation under Indonesian jurisdiction. Similarly, from a civil law perspective, this case involves an analysis under Article 1320 point 4 of the [Civil Code](#), which considers an agreement valid if its object is not prohibited. The music performance, as the object in the contract between The 1975 and "We the Fest 2023," is a fully legal activity and does not violate applicable laws, allowing the event to proceed according to the terms set out in the contract. Thus, as long as the agreed activities do not cross legal boundaries, the execution of the agreement remains valid and binding on both parties.

On the other hand, the repercussions of Matty Healy's controversial actions during the performance in Malaysia had serious consequences for the cancellation of The 1975's performance at "We the Fest 2023" in Jakarta. This cancellation reflects concerns about potential public reactions or security risks from such actions. This situation illustrates the importance of considering aspects of reputation and social responsibility for artists operating on a global scale. Therefore, further examination of the implications of 1975's contract cancellation is necessary.

The decision of 1975 not to proceed with their performance at "We the Fest 2023" can be viewed as a breach of contract rather than a condition of force majeure. Breach of contract occurs when a party fails to honor Article 1234 of the [Civil Code](#). In this case, The 1975 failed to fulfill their obligation or promise, which was the commitment to perform on the scheduled date. This cancellation illustrates the band's inability to fulfill their promise and significantly impacts the plans and logistics prepared by the Event Organizer. Failing to perform as agreed affects the financial aspect and the reputation and trust between the Event Organizer and other parties involved in the event. In legal terms, the Event Organizer is entitled to seek compensation or damages related to the losses incurred due to this breach of contract.

Thus, the breach of contract by 1975 serves as a real example of the legal and reputational impacts that can arise from the controversial behavior of the band's vocalist. Contract law theory, especially regarding breach of contract, emphasizes that the inability to fulfill agreed obligations—governed by Articles 1234 and 1238 of the [Civil Code](#)—enables the aggrieved party to demand the performance of obligations or cancellation of the contract and compensation for suffered losses ([Hamad, 2024](#)). This incident highlights the importance of including clauses that govern public behavior and its potential consequences on morality and the continuation of performance contracts, which not only protect the interests of the event organizer but also provide legal clarity for all involved parties.

B. Non-Litigation Dispute Resolution Forms between the Event Organizer and The 1975

Music performance contract cancellations due to breaches often lead to complex legal disputes between event organizers and singers or bands. These situations can arise from the controversial actions of band members, resulting in rejection by specific community groups. Therefore, understanding the details of the contract and applicable law is essential to determine the most appropriate resolution steps.

There are two common approaches to resolving disputes related to contract cancellations: litigation and non-litigation. Resolving through litigation means asking a court to determine and enforce a resolution, often involving a lengthy process and significant legal costs. Litigation is generally used as a last resort if non-litigation resolution fails ([Sinaga et al., 2024](#)). On the other hand, non-litigation resolution involves a more cooperative approach ([Nasution & Judijanto, 2024](#)).

The choice of resolution method depends on the dispute's specifics and the contract conditions that have been agreed upon. In many cases, the contract may already include a dispute resolution clause that must be followed. If not, both parties must weigh the benefits and drawbacks of each method, considering the speed of resolution, costs, and potential long-term impacts on the relationship between the parties. This process requires careful judgment and understanding to avoid further losses and ensure fairness for all parties involved.

Dispute resolution through litigation has a well-structured framework, regulated in the [HIR](#) and [RBg](#) ([Kurniawan, 2020](#)). The litigation process involves several important stages. The first stage begins with a peace effort conducted by the Panel of Judges. At this stage, the judge will try to reconcile the parties by advising them to seek a peaceful solution before proceeding to a more formal litigation process. This effort reflects the legal preference for resolving disputes

through reconciliation, if possible, before involving a more complex and time-consuming legal process.

If peace efforts fail, the process will continue to the second stage, the reading of the lawsuit or petition by the Plaintiff or Petitioner. This stage marks the formal beginning of the litigation process, where the Panel of Judges officially reads the lawsuit or petition. It marks the transition from efforts to resolve the matter peacefully to formally examining the case in court. This stage is crucial as it establishes the legal and factual basis that will be debated during litigation.

Next, the process moves to the third stage, where the Defendant or Respondent can respond to the lawsuit or petition. This response can be given orally or in writing and is critical to the defense process. This stage allows the Defendant or Respondent to present arguments and evidence that refute or contest the claims of the Plaintiff or Petitioner. This process is essential for determining the direction of the remainder of the trial and provides the Defendant an opportunity to formally present their defense against the allegations made.

The trial then enters the fourth stage, the Rejoinder. At this stage, the Plaintiff or Petitioner is allowed to respond to the answer provided by the Defendant or Respondent. The rejoinder can be presented either orally or in writing and is an important step to respond to, clarify, or contest points made by the Defendant. It allows the Plaintiff to deepen their arguments and provide a response to the defense presented by the opposing party, which can be key in influencing the judge's decision.

The process continues to the fifth stage, the Re-duplication. At this stage, the Defendant or Respondent can further respond to the rejoinder given by the Plaintiff or Petitioner. This is an advanced phase of the legal dialogue where each party has the chance to strengthen their position or correct any misunderstandings that may have arisen earlier. This opportunity is vital as it often introduces new details or nuances that can affect the course of the trial.

Next is the sixth stage, the Proof. At this stage, both Plaintiff and Defendant are asked to present evidence supporting their claims. Proof is the core of the trial, where both sides strive to convince the judge with concrete and valid evidence. Whether the Plaintiff is reinforcing their claim or the Defendant is defending themselves, both must present relevant and persuasive evidence to support their arguments. This evidence can include documents, testimonies, or other material relevant to the case. Success in this stage often determines the outcome of the music performance contract cancellation dispute.

After passing through the proof stage, the process enters the seventh stage, the Conclusion. At this stage, the Plaintiff or Petitioner and the Defendant or Respondent have the opportunity to present their conclusions against the entire case that has been examined. This conclusion summarizes the arguments and evidence presented during the trial, where each party presents their final views on how the case should be resolved. This stage is crucial as it provides the last opportunity for both parties to influence the judge's decision by highlighting key points from their case.

The eighth stage is the Panel's Deliberation. At this stage, the Panel of Judges deliberates to determine the decision regarding the case under examination. This deliberation process is the core of decision-making in the judicial system, where judges discuss and consider all legal aspects and evidence previously presented. This discussion aims to reach a fair and lawful verdict.

The final stage is the Reading of the Decision. The Panel of Judges will read the decision resulting from the deliberation, which has a permanent legal force and is binding. This decision resolves the existing dispute, determining who is responsible and the consequences. This decision not only formally concludes the case but also establishes a legal precedent and can serve as a reference for similar cases in the future. This stage marks the closure of the litigation process, providing clarity and legal certainty to all parties involved (Al'Uzma et al., 2023).

However, litigation presents challenges such as confidentiality issues and prolonged duration. As an alternative, Indonesian law provides options for non-litigious dispute resolution (Crisyanti et al., 2023). This is regulated under [Law Number 30 of 1999](#), which offers options like arbitration and other dispute resolution alternatives. This non-litigious approach is designed to provide more efficient solutions tailored to the needs of both parties involved in the dispute.

Arbitration, as a form of non-litigious dispute resolution, is a process where the disputing parties resolve their issues through the mediation of an arbitrator or arbitration panel. This process begins with an arbitration agreement that the parties must agree upon before a dispute arises or after it occurs (Waruwu et al., 2023). The main advantages of arbitration include its speed, discretion in handling issues, and the specialized expertise of arbitrators in fields relevant to the dispute.

Besides arbitration, other dispute resolution alternatives include consultation, negotiation, mediation, conciliation, or expert assessment (Manurung et al., 2023). Each method has specific definitions and applications depending on the parties' needs in conflict. First, dispute resolution through consultation is a method where the disputing parties consult with a neutral third party to obtain

advice or perspectives on the issue. Consultation does not produce a binding decision but offers a chance to clarify issues and identify potential solutions, often paving the way for negotiation or other resolution methods.

The second definition is negotiation, a process where the disputing parties directly dialogue to reach an agreement without intermediaries. In negotiation, both parties actively participate in discussions to explore and establish agreements that satisfy all involved. This process requires flexibility and compromise, aiming to create win-win solutions that address the needs and interests of each party.

Next, mediation is a process involving a third party as an advisor to help the parties reach an agreement in resolving their dispute. Mediators do not issue decisions but offer insights and help clarify the options available for dispute resolution. Mediation is highly valued for its ability to maintain good relationships between parties and often results in more creative and sustainable solutions.

Conciliation is similar to mediation, but its primary focus is actively working to reach an agreement between the disputing parties. The process involves a conciliator who helps the parties identify and explore possible fair solutions for all involved. This process is useful in cases where traditional mediation fails to produce concrete results.

Lastly, expert assessment is a method where the disputing parties agree to accept the opinion of a neutral and experienced expert in a specific field relevant to the dispute. This assessment can be used as a basis for further negotiation or as a component of an arbitration or court decision. Experts provide insights based on technical knowledge or specialization not held by the parties, adding an objective dimension to discussions that can help effectively resolve points of dispute.

These approaches allow parties to resolve disputes outside of court, often more collaboratively and capable of maintaining good relationships between the parties (Rambe et al., 2022). Non-litigious methods are particularly useful in the music performance industry, where maintaining long-term relationships and a good reputation are crucial assets. Agreements through these agreed procedures tend to produce quicker and more satisfactory solutions for all parties, reducing the costs and tension often associated with formal litigation processes.

As a tangible example of a contract dispute in Indonesia, negotiation was the chosen method of dispute resolution between the Event Organizer and the band 1975 regarding the cancellation of the performance.¹ Negotiation was selected for several reasons that support the effectiveness of this method in the particular

¹Interview Results with Event Organizer Representatives, on June 14, 2024.

case. First, the nature of the dispute, considered simple and uncomplicated, allowed both parties to seek a direct solution without needing more formal and time-consuming procedures (Inayaturrehman et al., 2022).

The second factor encouraging the choice of negotiation is the goodwill from both parties to resolve the issue (Maresch et al., 2020). This goodwill is crucial as it creates a more collaborative and open atmosphere during the negotiation process. Furthermore, effective communication between the parties is vital in resolving the dispute (Mafulah, 2020). Smooth communication facilitates the exchange of ideas and quicker resolutions, allowing both parties to express their needs and desires more clearly.

Lastly, mutual trust between the parties plays a crucial role in the success of the negotiation (Iyiola & Rjoub, 2020). Trust helps reduce doubts and uncertainties, allowing both parties to work together toward a resolution that benefits all involved. Therefore, negotiation was the appropriate choice in this situation, where all factors supported a harmonious and effective dispute resolution process without escalating to more burdensome and formal procedures.

However, the Event Organizer chose not to disclose the compensation details from the band. The negotiation process itself was swift and aligned with existing norms. According to Article 6 section (2) of Law Number 30 of 1999, dispute resolution meetings must occur within 14 days, and the results must be documented in a written agreement. In this case, the negotiation between both parties took only two days, far quicker than the timeframe stipulated by Law Number 30 of 1999. This speed was likely supported by the urgency and public pressure following the controversial actions of The 1975 vocalist in Malaysia, which could have led to greater losses for both parties if not resolved promptly. The quickly-reached agreement was then announced through the official Instagram account of the Event Organizer @we.the.fest, reflecting transparency and a desire to maintain public trust. However, it did not reveal specific details about the compensation.

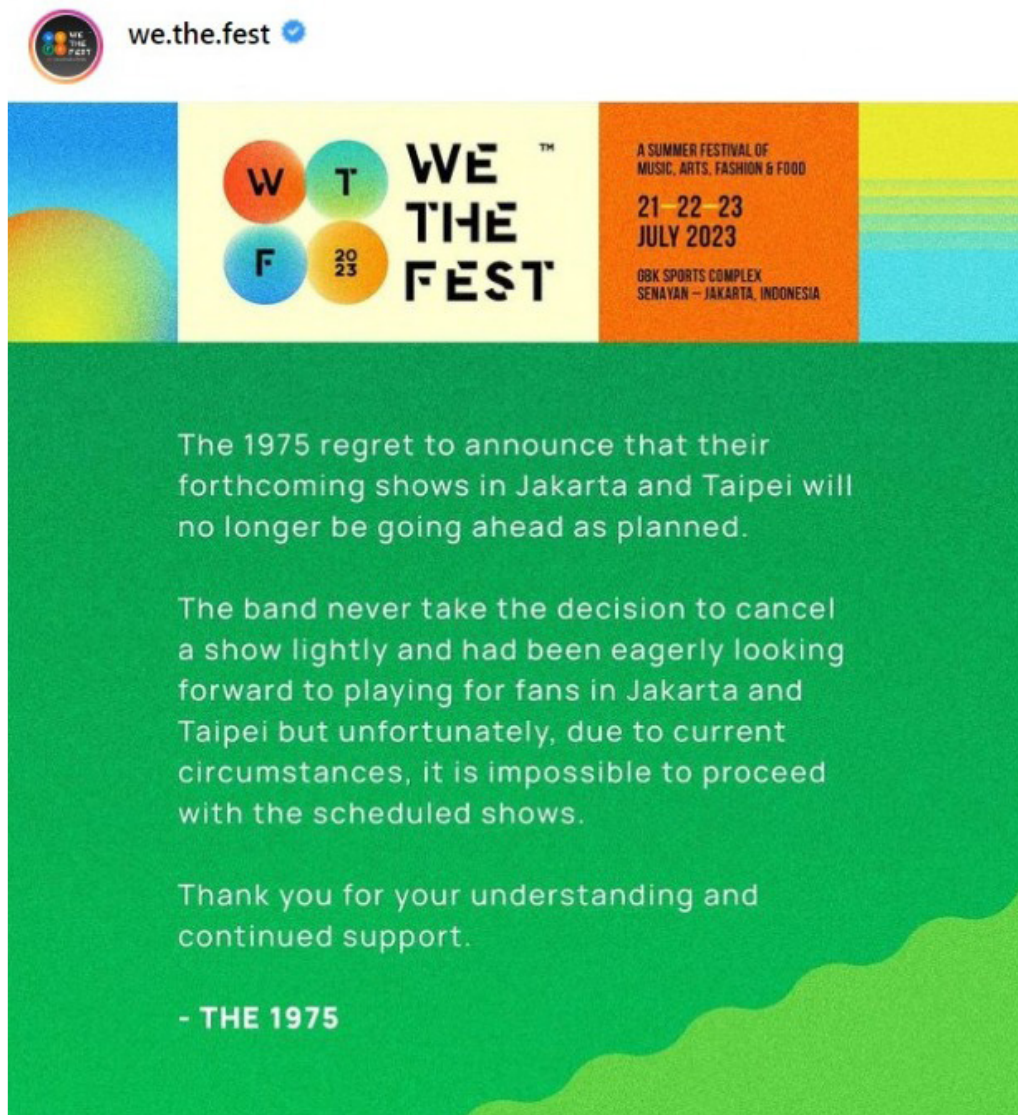


Figure 1. Clarification of The 1975 Performance Cancellation

Simultaneously, it is important to understand clearly the process of negotiating dispute resolution. The negotiation process begins with the first stage, where it is crucial to ensure that all parties negotiate based on their own volition without coercion. This is fundamental in contract law, as negotiations conducted under pressure or compulsion can lead to unfair agreements that may not be legally valid.

Moving to the second stage, the parties agree on a time and place to conduct the negotiations. Choosing a neutral and convenient location and time for all parties is essential to support effective and constructive communication. This supportive environment helps reduce tension and facilitates more open and productive dialogue, which is key to successful negotiation.

The third stage of the negotiation process involves open discussions where each party expresses their desires and negotiates the issues at hand. In this stage,

it is vital to communicate clearly and honestly about each party's needs and expectations. Effective negotiation requires good listening skills and the ability to ask and answer questions constructively. Through this stage, the parties strive to reach a mutual understanding and develop a solution acceptable to all, ideally leading to a stable and lasting dispute resolution.

A significant fourth stage in the dispute resolution process is the speed of the process, which heavily depends on each party's goodwill. This goodwill includes a willingness to cooperate, openness in communication, and a commitment to a fair solution. When both parties exhibit goodwill, the negotiation process tends to proceed more quickly and efficiently, minimizing tension and enhancing the likelihood of achieving a satisfactory agreement for all involved.

Moving to the fifth stage, negotiation as a dispute resolution pathway is private. In this context, only the parties directly involved in the negotiation process know the details of the discussion and the agreements reached. This characteristic is often seen as a benefit because it allows both parties to maintain the confidentiality of sensitive details and can reduce the negative impact on public reputation if the details of the dispute leak.

The sixth stage emphasizes that the negotiation process usually does not involve a third party as a mediator or decision-maker. This means that the entire process and decisions rest in the hands of the disputing parties. Both parties work together directly to resolve the issue without external intervention. While this can be challenging in the event of an impasse, it also gives the parties full control to tailor solutions to their specific needs without following the stipulations or recommendations from a mediator or arbitrator. This advantage makes negotiation an attractive choice for disputes requiring more personal and specific handling.

The seventh stage involves writing and formalizing the agreement reached. If the negotiation is successful and both parties reach a consensus, then the agreement results are drafted in writing. This document typically includes all agreed-upon points, details the agreed-upon solution, and confirms that all issues in the dispute have been resolved. It serves not only as proof of resolution but also as a clear reference regarding what both parties have agreed upon.

In the eighth stage, the evidence of the formalized negotiation agreement acts as a binding law for the parties involved. This means that the agreement's contents must be adhered to, and violations could result in legal consequences or more disputes. Adhering to this agreement is essential to maintaining the integrity of the negotiation process and ensuring that the resolution achieved is upheld in practice.

In the final stage, the process does not stop if negotiations fail to produce a satisfactory resolution for both parties. The next step is mediation, which involves a mediator to assist in finding an agreement. The mediator, typically neutral, works with both parties to find a solution acceptable to all. This mediation provides an additional opportunity to resolve the dispute before considering more formal options such as arbitration or litigation, still maintaining room for further negotiation within a more structured framework.

It is also important to consider steps that can strengthen the validity and legal force of the agreement reached. Registering the negotiation results with the court gives the document the same power as a judge's decision (Utami et al., 2023), automatically giving the agreement a higher status than just an ordinary agreement. This strength is crucial in case of a breach by one of the parties, as it allows the execution process to be carried out more quickly and efficiently (Husen et al., 2020). The court will recognize the agreement as a valid and binding document, authorizing the execution of everything stated within it.

Conversely, if the negotiation results are not registered, their status is no stronger than that of an ordinary agreement. In this case, although still binding and valid as a contract between the parties, the agreement might require additional legal steps to be executed, especially if there is a violation. Not registering it with the court means losing the opportunity to utilize the fast and direct execution mechanisms provided by the judicial system. Therefore, registering the negotiation results should be considered an integral part of risk management strategy in resolving disputes over music performance contract cancellations.

Thus, through a series of systematic stages in the negotiation process, the dispute between the Event Organizer and the band 1975 has been effectively resolved. This process, from both parties agreeing to participate without coercion to open communication during negotiations, demonstrates the application of basic principles in conflict resolution theory and contract theory. Conflict resolution theory emphasizes the importance of effective communication and handling conflicts through negotiation (Glory & Otieno, 2023), while contract theory underlines the importance of legally valid and enforceable agreements as a legal foundation (Fabre-Magnan, 2021). In this context, the success of the negotiation not only resolves the existing issue but also preserves relationships that might be affected by the effects of the controversial actions taken by the vocalist of 1975. This process illustrates how alternative dispute resolution methods like negotiation can effectively manage and resolve disputes in the entertainment industry, where maintaining relationships and reputation is often as important as resolving the conflicts themselves.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that the controversial actions of The 1975 vocalist in Malaysia, leading to the cancellation of their performance at “We the Fest 2023” in Jakarta, constitute a breach of contract. This cancellation not only reveals the direct impact on the event but also highlights the importance of clauses in contracts that specifically regulate public behavior and the potential consequences of such behavior, both legally and ethically. Furthermore, the dispute resolution between the Event Organizer and The 1975 following the cancellation of their performance was achieved through negotiation. The dispute resolution process between the two parties was effective and took only two days, demonstrating that negotiation is a quick and efficient non-litigious method. This method speeds up the resolution without the need for protracted litigation and helps maintain a professional relationship between the parties. However, the compensation details were not disclosed to the public.

Based on the conclusions above, it is recommended that Event Organizers and artists, singers, or bands include and clarify clauses related to public behavior and its potential consequences in performance contracts. These clauses should detail the fines or legal consequences that may arise from controversial actions that could negatively affect the execution of the contract or the reputation of the involved parties. Additionally, Event Organizers are advised to set behavior standards that band personnel must adhere to while on stage, thereby minimizing the risk of future music performance cancellations. Lastly, both Event Organizers and music bands should prioritize non-litigation as the initial step before pursuing litigation, as negotiation has proven efficient and effective in resolving disputes arising from breaches of contract due to controversial actions.

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