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**JUDGE'S RULING IN WANPRESTATION LAWSUIT**

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**ABSTRACT**

In life in society, problems related to non-performance in an agreement often occur in society. The research method used is a normative juridical approach. The difference between this article and the previous article is the different research objects, as well as using court decisions from different locations. The judge's considerations in deciding the case Sukoharjo District Court Decision No. 81/pdt.G/2022/PN.Skh, and Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk has something in common, namely that the judges both decided to grant it in part.

**Keywords:** Default, Agreement and Accounts Receivable

**INTRODUCTION**

Humans are social creatures. This makes humans dependent on each other in life and makes humans social creatures, in their lives not everything runs smoothly and there are times when humans experience difficulties such as economic problems. This makes people need help from other people to overcome their difficulties, this is called the practice of debt and receivables and the perpetrators are called debtors and creditors<sup>1</sup>. Problems related to debts and receivables are often present in life. Residents living in the City have a renewed sense of development to look for various methods to earn income, either through good methods or methods that violate legal provisions.<sup>2</sup>

A debt and receivable agreement is an agreement between the two parties, namely the debt giver and the debt recipient, which then regulates the obligation of the debt recipient to pay back the debt within a certain time. The law of agreements itself has been regulated in Book III of the Burgerlijk Wetboek (Civil Law Book) which is part of the Burgerlijk Wetboek and is the fourth book, containing the law of agreements themselves.<sup>3</sup> Both are obliged to have good faith, so the agreement must be implemented without incident<sup>4</sup>. In banking terms, a situation known as default also known as bad credit occurs when customers fail to keep promises or fail to pay installments. Default activities or non-fulfillment of an agreement can occur intentionally or unintentionally<sup>5</sup>. Default is at 1238 BW<sup>6</sup>. In default of the understanding of obligations, any lender can document claims to obtain options through the courts. However, default disputes often occur in debt and receivable agreements which result in legal disputes

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<sup>1</sup> Muhammad Gary Gagarin Akbar and Zarisnov Arafat, "Perlindungan Hukum Terhadap Debitor Yang Wanprestasi Dalam Perjanjian Utang Piutang Dari Ancaman Hukum Pidana," *Justisi Jurnal Ilmu Hukum* 2, no. 1 (2018): 1–14.

<sup>2</sup> Halawa, Ferry Manolo, Muhammad Nur Fahri dan Muhammad Yasid. (2022). *Tinjauan Yuridis Wanprestasi Hutang Piutang (Putusan No 58/Pdt.G/2019/Pn-Kbj)*. *Jurnal Retentum*. [Vol 3 No 2](#): hal.147.

Yopiza dan Muhammad Akbar. (2022). *Analisa Terhadap Perbuatan Wanprestasi Hutang Piutang*. *Jurnal Institusi Politeknik Ganesha*. [Vol. 5 No. 2: hal. 331](#).

<sup>4</sup> Sihombing, Muhammad Shadikin, Rizli Alfindo dan Alusianto Hamonangan. (2022). *Tinjauan Yuridis Wanprestasi Hutang Piutang (Putusan No 58/Pdt.G/2019/Pn-Kbj)*. *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana*. [Vol 4 No 2 \(2022\): Edisi Bulan Juli 2022](#): hal. 2

<sup>5</sup> Ahmadi Miru, 2007, *Hukum Kontrak dan Perancangan Kontrak*, Rajawali Pers, Jakarta, Hlm. 74

<sup>6</sup> Yusmita Yusmita et al., "Perlindungan Hukum Terhadap Debitor Dan Kreditur Dalam Melakukan Perjanjian Baku," *DiH: Jurnal Ilmu Hukum* 15, no. 1 (2019): 59–67.

between the two parties<sup>7</sup>. Sale and purchase agreements, leases, debts and receivables are types of agreements.<sup>8</sup>In the event of a debt-receivables agreement, rights and obligations will arise<sup>9</sup>. However, agreements do not always work as intended by the parties. There are 4 types of default according to subject matter; (1) not carrying out the contents of the agreement, (2) not carrying out the agreement. (3) carrying out the agreement not on time. (4) Carrying out agreements not based on law<sup>10</sup>.

Based on Article 1234 BW states "Each agreement is to give something, do something, or not to do something"<sup>11</sup>. These default cases are often the object of court decisions. Settlement of legal issues related to claims for compensation for default, in general and especially in the case of receivables or claims for payment of money through a lawsuit, requires each party affected by the default to file a lawsuit first.<sup>12</sup>. Settlement of civil disputes regarding compensation for claims of default, in general and specifically in cases of debts and receivables or demands to pay a sum of money through the court, requires every person who suffers losses as a result of the practice of default to submit a lawsuit to the court first.<sup>13</sup>

The practice of default that often occurs is debt and receivable agreements such as the Sukoharjo District Court Decision No. 81/ptd.G/2022/PN.Skh and PNYogyakarta No. 120/Pdt.G/2022/PN.Yyk. Therefore, it is necessary to carry out research that will provide answers to debt and receivable agreements, especially regarding acts of default that can harm one of the parties to the agreement.

In this research, the author will analyze cases of breach of contract that occurred in debt and receivable agreements using research materials at the Sukoharjo District Court, Yogyakarta District Court and Semarang High Court in 2022.

Based on this explanation, the author wishes to examine several issues as follows: What is the legal consideration by the judge regarding the simple claim for default in the Sukoharjo District Court Decision No. 81/Pdt.G/2022/PN.Skh, as well as Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk? and What is the execution process for simple claims in breach of contract in Sukoharjo District Court Decision No. 81/Pdt.G/2022/PN.Skh, and Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk?.

## RESEARCH METHODS

Research methods are a way to overcome a problem or to develop knowledge using a scientific method<sup>14</sup>. Research techniques apply a scientific approach to problems or knowledge development. The relationship between research and science is very close because research is a process while the result of this process

<sup>7</sup> Nisa, Arini Aulia dan Nuswardhani. (2021). *Proses Penyelesaian Perkara Wanprestasi Atas Sengketa Balik Nama dalam Jual Beli Tanah (Studi Kasus di Pengadilan Negeri Surakarta)*. Skripsi thesis, Universitas Muhammadiyah Surakarta. Eprints UMS, hal 4

<sup>8</sup> Pasaribu, Samuel Wesley, Erikson Parlindungan Sidabutar dan Raja Kenasihen Ginting. (2022). Penerapan Hukum Terhadap Wanprestasi Atas Perjanjian Hutang Piutang (Studi Kasus Putusan Pengadilan Negeri Medan No.24/Pdt.G.S/2020/PN Mdn). JURNALRECTUM, Vol. 4 No. 1, hal. 269.

<sup>9</sup> Diva, Selvia Artha. Inayah, Nuswardhani. (2014). [Tinjauan Yuridis Tentang Penyelesaian Perkara Hutang Piutang Antara Bank Cimb Niaga Dengan PT. Exelindo Celular Utama Studi Kasus di Pengadilan Negeri Jakarta Pusat](#). Eprints UMS, hal 6.

<sup>10</sup> Neno Fauziah Rochmawati, Proses Penyelesaian Perkara Wanprestasi Pada Perjanjian Utang-Piutang Untuk Modal Usaha Antar Rekan Kerja (Studi Kasus : di Pengadilan Negeri Surakarta), 2019, hal. 2

<sup>11</sup> R. Subekti dan R. Tjitrosudibio, 2012, Kitab Undang-Undang Hukum Perdata (BurgerlijkWetboek), Balai Pustaka, Jakarta, h. 323.

<sup>12</sup> Ilhami, Rizal Pangesti and , Septarina Budiwati, S.H., M.H. (2017). *Akibat Hukum Wanprestasi Dalam Pelaksanaan Pembiayaan Pembelian Kendaraan Bermotor (Study di Bess Finance Purwodadi)*. Eprints UMS, hal 4.

<sup>13</sup> Winarto, Th. Wahyu Winarto, Hari Purwadi dan Widodo T Novianto. (2017). *Praktek Hukum Penentuan Ganti Rugi Oleh Hakim Sebagai Akibat Adanya Gugatan Wanprestasi Pada Kasus Hutang Piutang Atau Tuntutan Membayar Sejumlah Uang Di Pengadilan Negeri Surakarta*. Jurnal Hukum dan Pembangunan Ekonomi. Vol 5, No 1: hal. 39.

<sup>14</sup> Jonaedi Efendi dan Johnny Ibrahim, *Metode Penelitian Hukum Normatif dan Empiris*, (Depok: Prenadamedia Group, 2018), hal. 3.

is science<sup>15</sup>. The approach method is carried out in a normative, juridical manner. Meanwhile, collecting data using libraries involves searching for law and literature related to the problem being studied, also known as legal research literature, in the form of secondary data as basic research material. The type of research is descriptive qualitative. Positive legal norms, jurisprudence, and theory form the basis for normative legal studies.

## RESULTS AND DISCUSSION

### A. What are the legal considerations by the judge in the Sukoharjo District Court Decision No. 81/Pdt.G/2022/PN.Skh and Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk ? :

Considering, that has been acknowledged and not denied. It can be concluded that the legal relationship between the Plaintiff and the Defendants is related to debts and receivables and there is a breach of contract (default).

Considering, that the cause of the dispute between the parties will be taken into consideration, namely whether the Defendants had a breach of contract (default) regarding the debt and receivables?

Considering, in the lawsuit posita number 4, the Plaintiff basically argues that the Defendants have not returned any money borrowed by the Defendants, so the Plaintiff issued a summons or (reprimand) as evidence in letter P-5 and evidence in letter P-6 so that the Defendants immediately return the loan money. amounting to IDR 50,000,000.00 (fifty million rupiah) against the Plaintiff, this argument was denied by Defendant II, namely that Defendant II had returned the money borrowed as evidence from letter TII-1 to evidence from letter TII-16b in installments since September 1 2020 to 24 September 2021 with a total of IDR 35,950,000.00 (thirty-five million nine hundred and fifty thousand rupiah) returned through the bank account of the Plaintiff's child named CINDY SYALENDRA.

Considering, that because Defendant II's denial was not responded to by the Plaintiff in his conclusion, it can be considered that the Plaintiff did not deny that the payment of a sum of money to the Defendant had been made and was proven by Defendant II.

Considering, based on these considerations, the Panel of Judges was of the opinion that the Defendant had committed an act of breach of contract, namely having made the loan payment but it was late and the implementation was not as promised in the agreement, namely the payment was still short in the amount of Rp. 14,050,000.00 (fourteen million and fifty thousand rupiah). .

Considering these considerations, the main petitum of the lawsuit, namely number 1, is granted;

Considering, Article 1246 of the Civil Code explains that if one of the parties makes a default, it will cause losses, then based on the provisions of Article 1239 of the Civil Code, compensation consists of 3 elements, namely:

1. Costs, costs or expenses that have been incurred by a Party.
2. Losses are losses due to damage or loss of property or objects owned by one party due to the carelessness of the other party.
3. Interest is a benefit that should be received by one party if the other party does not violate its obligations.

Considering, Abdul Kadir Muhammad said, compensation for losses does not always fulfill these elements, what may be only losses experienced, or perhaps only costs incurred, or losses experienced plus fees or costs;

Considering, that in this case, it was proven that the Plaintiff had incurred costs in the form of money borrowed by the Defendants and the Defendants had only paid in part, namely Rp. 14,050,000.00 (fourteen million fifty thousand rupiah), and this was seen by the Panel of Judges as costs or remaining debts that must be returned by the Defendants.

Considering, that because the Defendants have been declared to have committed breach of contract, based on the provisions of Article 1239 of the Civil Code and the legal doctrine of Abdul Kadir

<sup>15</sup> Bambang Sunggono, *Metode Penelitian Hukum*, (Jakarta : Raja Grafindo Persada, 2003), hal. 29

Muhammad, and even though it was not requested by the Plaintiff in the petition, in order for this decision to be implemented, the Panel of Judges will add 1 (one) petition in the form of punishing the Defendants to pay the remaining loan to the Plaintiff in the amount of Rp. 14,050,000.00 (fourteen million fifty thousand rupiah) in cash and at the same time after this decision has permanent legal force.

Considering, that because the petition for lawsuit number 3 is rejected, the petition number 4, which is a follow-up to the petition for lawsuit number 3, must also be rejected;

Considering that regarding the petition number 5, the Panel of Judges is of the opinion that if the petition is a legal obligation that must be obeyed by the parties to the case, therefore the petition lawsuit number 5 can be granted;

Considering, based on these considerations, the Panel of Judges is of the opinion that the Plaintiff's claim can be partially granted.

Considering, because the lawsuit filed by the Plaintiff was only partially granted and the Defendant was the losing party in the trial, therefore the Defendant was sentenced to pay the court costs jointly and severally; Based on Article 1754 of the Civil Code (KUHPerdata), HIR and other relevant regulations.

In the legal considerations by the judge in the Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk the problems faced are related to defaults on debts and receivables and vehicle rental costs with the following results;

Considering, that during the trial there was no evidence that canceled the agreement between the Plaintiff and the Defendant as stated in the Letter of Agreement dated 10 February 2022, and made the agreement between the Plaintiff and the Defendant declared valid and binding on both parties, and therefore the petition of the lawsuit The second number of plaintiffs was granted.

Considering, of the opinion that Article 1238 of the Civil Code states that a person is deemed to have failed to pay a debt if he has been declared negligent through a warrant or similar document, or if he does not fulfill his obligations within the time specified in the agreement.

Considering, that in petition number 7, the Plaintiff demands that a decision be handed down immediately which can be carried out first despite the legal efforts of the Verzet, Appeal or Cassation from the Defendant (uitvoerbaar bij voorraad), but during the trial the Plaintiff is unable to submit and fulfill the requirements- requirements as contained in Article 180 (1) HIR, Article 54.57 Rv, as well as Supreme Court Circular Letter No. 3/2000 concerning Immediate Decisions (Uitvoerbaar bij voorraad) and Provisionil, as well as Supreme Court Circular No. 4/2001 concerning the Issue of Immediate and Provisional Decisions, the petition number 7 was rejected.

Considering, with this the Plaintiff's lawsuit has been granted in part, the Plaintiff is the winning party and the Defendant is the losing party, and the Defendant will be given sanctions to pay off the court costs; the amount of which will be determined in the decision.

**B. What is the execution process for claims for breach of contract in Court Decision No. 81/Pdt.G/2022/PN.Skh, and No. 120/Pdt.G/2022/PN.Yyk ?**

1. In Sukoharjo District Court Decision No. 81/Pdt.G/2022/PN.Skh The judge tried the Defendants by paying the remaining loan to the Plaintiff in the amount of Rp. 14,050,000.00 (fourteen million fifty thousand rupiah) in cash and at once.
2. Meanwhile, in the Yogyakarta District Court Decision No. 120/Pdt.G/2022/PN.Yyk and then the Judge ordered the Defendant to pay in cash and the Plaintiff's losses, namely material losses worth Rp. 65,150,000.00 (sixty-five million one hundred and fifty thousand rupiah) and immaterial losses amounting to Rp. 104,532,867.00 (one hundred four million five hundred thirty-two thousand eight hundred and sixty-seven rupiah).

### CONCLUSION AND SUGGESTION

Legal considerations by the judge in Court Decision no. 16/Pdt.G/2018/PN.Skh, one of the exceptions from Defendant I was accepted, the reason for the exception from Defendant I other than and

in addition and the exception from Defendant III should not be considered and must be rejected. Based on the considerations above, it turns out that the Plaintiff's lawsuit is vague, meaning it contains formal defects and the consequences are unacceptable. As well as legal considerations by the judge in Court Decision No. 82/Pdt.G/2022/PN.Yyk, Based on the considerations above, the Plaintiff's petition has been granted in part and rejected for the rest, so that the Defendant is the losing party and is expected to fulfill its obligations to the Plaintiff in accordance with the results of the decision that has been determined

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