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Juridical Review of Defaults in Debt and Receivable Agreements

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Abstract: Breach of contract is an act that harms the other party in various types of agreements, including loan agreements, leading to both material and immaterial losses for the agreed party. Therefore, this journal will examine the legal aspects of breach of contract in loan agreements through a study of Decision Number 686/Pdt.G/2021/Pn Mdn. The analysis focuses on two main research questions: first, the legal consequences arising from breach of contract in this loan agreement; and second, the basis for the judge's reasoning in issuing Decision Number 686/Pdt.G/2021/Pn Mdn. Using a normative approach, this research analyzes the decision based on relevant legislation and jurisprudence. The research findings are expected to provide a deeper understanding of the legal implications of breach of contract in Indonesian judicial practice, particularly regarding loan disputes, and contribute to an understanding of the judge's reasoning process in similar cases.

Keyword: Legal Consequences, Agreement judge's considerations, Accounts Receivable, Breach of Contract.

INTRODUCTION

Humans as social beings in everyday life need to establish relationships with people around them to fulfill their various life needs. Every day humans are faced with various different needs, and to fulfill these needs they form relationships and interactions with people around them. One form of relationship with other people is by making an agreement, in order to...meet their needs in all aspects of life.

In the context of civil law, agreements are known as Contract Law which is regulated in Book III of the Burgerlijk Wetbook (BW) concerning Contracts. In the Burgerlijk Wetbook (BW) which was later translated by Prof. R. Subekti, SH and R. Tjitrosudibio into the Civil Code (KUHPerdata), as in article 1233, namely: "A contract arises because of an agreement or because of a law. An agreement (Verbintenis) is a legal relationship regarding wealth between two people, which gives one the right to demand something from another while the other person is obliged to fulfill that demand..

Freedom to make agreements is inseparable from the open nature of agreement law. This is in accordance with Book III of the Civil Code which adheres to the principle of freedom to make agreements (beginsel der contractsvrijheid). This principle can be concluded based on

article 1338 "All agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith". In this regulation it can be concluded that people can freely make agreements, as long as they do not violate public order/morality.

Based on Article 1313 of the Civil Code (KUHPerdata), an agreement is defined as "An act in which one or more persons bind themselves to one or more other persons.". An agreement made by two or more parties, either verbally or in writing, agreeing to comply with an agreement that has been made together. An agreement is considered valid if the parties involved in the agreement have agreed on the main matters agreed upon. In general, an agreement will go well if the parties who carry out the agreement properly. The types of agreements that are made can also vary such as sales and purchase agreements, rental agreements, and loan agreements or debt agreements.

A loan agreement as explained in Article 1754 of the Civil Code states: "A loan agreement is an agreement whereby one party gives another party a certain amount of goods that are used up due to use, on the condition that the latter party will return the same amount of the same type and condition." The activity of borrowing and lending money or debts has been carried out for a long time in the lives of people who have known money as the main means of payment. Debtor is a term for a company or individual who owes money to another individual or institution. If the debt is in the form of a loan from a financial institution, then the debtor is called the borrower, while the creditor is the individual or institution that provides the loan to the borrower.

Freedom to make agreements is inseparable from the open nature of agreement law. This is in accordance with Book III of the Civil Code which adheres to the principle of freedom to make agreements (*beginsel der contractsvrijheid*). This principle can be concluded based on article 1338 "All agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith". In this regulation, it can be concluded that people are free to make agreements, as long as they do not violate public order/morality.

An agreement must fulfill the valid requirements as stated in Article 1320 of the Civil Code, namely: for an agreement to be valid, four conditions are required:

1. The agreement of those who bind themselves;
2. Ability to make a contract;
3. A certain thing;
4. An unlawful cause."

The first two conditions are called subjective conditions, because they concern the people or subjects who enter into the agreement, while the last two conditions are called objective conditions because they concern the agreement itself by the object of the legal act carried out..

A debt agreement is an agreement made between the creditor as the lender and the debtor as the recipient of the loan, where the object of this agreement is usually money. This agreement includes the time period and obligations for the debtor to repay the loan in accordance with the agreement that has been made. This is explained in Article 1754 of the Civil Code, which states that "Lending is an agreement in which one party provides a number of goods that are used up due to use to another party, on the condition that the party will return the same amount of a similar type and condition.

In practice, debt agreements do not always run smoothly, resulting in default. Default is a condition when the debtor does not do what he promised, the word default comes from Dutch, which means bad performance (*wanbeheer* which means bad management, *wandaad* bad deeds). Default (negligence or negligence) of a debtor can be of four types:

- a. Not doing what he promised to do;
- b. Carrying out what he promised, but not as promised;
- c. Did what he promised but was too late;
- d. Doing something that according to the agreement you are not allowed to do.

Default is divided into two categories, namely total default and partial default. If a debtor does not fulfill his obligations, the creditor as the injured party has the right to sue the debtor, and the debtor as the party who committed the default is obliged to fulfill the creditor's demands. Something that can be sued is called "performance" which according to the law is:

1. To hand over an item;
2. Doing an act;
3. Not doing an act”.

Chapter 1243 Civil Code state" Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined”. Sanctions or even punishments Which can given to debtor Which do default can in the form of change make a loss, lawsuit, risk violation, And payment cost case.

Based on background behind Which outlined data, so writer interested For do study Which will identify problem about consequence law Which caused from existence action default in agreement debt receivables as well as analysis to consideration judge in to drop decision related with studies decision related action default in agreement debt receivables.

Formula Problem

As for formulation problem Which will discussed in study This Which related with background behind on, between other:

1. What consequence law Which caused from action default in agreement debt receivables in Studies Decision No 686/Pdt.G/2021/Pn Mdn)??
2. How base consideration Judge in to drop decision on case default in agreement debt receivables (Studies Decision No 686/Pdt.G/2021/Pn Mdn)?

METHOD

Study This focus on review legal to action default in agreement debt receivables. Use studies case as material law based on Decision Number 686/Pdt.G/2021/PN Mdn become object main researcher use give description concrete about implementation law civil in action default. Type study Which researcher use is legal normative, that is study law Which done with method researching material library or data secondary. Approach Which done in study This is approach approach case (case *approach*), legislation (statue *approach*), approach conceptual (conceptual approach). Study This use analysis data descriptive, with method method taking data truth, to summarize And describe results Which obtained from literature with merge regulation legislation Which applicable And a number of literature in the form of book, work scientific, Internet And journal law Which own relatedness on problem study This in solve a problem so that can taken A conclusion.

RESULTS AND DISCUSSION

Consequence Law Which Caused From Actions Default In Agreement Debt Receivables Decision Number 686/Pdt.G/2021/Pn Mdn

Agreement as set up in Chapter 1313 Civil Code, that is: “A agreement is a action Where One person or more to tie up self to One person other or more”. According to Prof. Subekti,

"agreement is a incident in where somebody promise to person other, or in where two person each other promise For carry out something matter". R. Worjono Prodjodikoro define agreement as "a communication law about treasure object between two party in where One party promise For do something matter or No do something matter, whereas party other entitled For demand agreement That. Furthermore M. Yahya Good luck, to argue that "agreement is a connection law wealth/property object between two person or more, Which give strength right on One party For to obtain performance And at a time obligatory on party other For to fulfill performance. Related agreement or agreement, provision Chapter 1338 Civil Code Civil to explain that all agreement Which made in accordance with Constitution applicable as Constitution for they Which make it. From chapter 1313 Civil Code can concluded about elements in agreement, between other:

1. The existence of a action;
2. Actions the done by two person/party or more;
3. The existence of engagement Which done by two person/party or more.

Condition legitimate agreement here in Chapter 1320 Civil Code Which mention "For legitimacy a agreement required four condition:

1. Agreed they Which to tie up himself;
2. Skills For make a engagement;
3. A matter certain;
4. A because Which halal.

First, agreed they Which to tie up himself. condition First is beginning from formation agreement that is existence agreement between for party about Contents agreement Which will implemented. On basically, say agreed in agreement is meeting or agreement between for party Which involved in agreement. Somebody it is said give agreement or the deal, If He truly want to What Which approved. Chapter 1321 Civil Code mentioned; "There is nothing a agreement even have strength If given Because error or obtained with coercion or fraud." Furthermore in chapter 1322 it is said "Error No result in canceled a agreement, except If error That happen about essence goods Which become main agreement. Mistake No result in nullification, If error That only happen about self person Which with him somebody mean to For stage agreement, except If agreement That given especially Because self person Which concerned. By Because That, the emergence say agreed No may due to by three matter, that is existence element coercion, fraud, With agreed, intended that second subject Which stage agreement That must agree about things Which main from agreement, What Which wanted by party Which One, Also wanted by party Which other. The party to wish something Which The same in a way reciprocal.

Like agreement Which made by for party in Decision No 686/Pdt.G/2021/Pn Mdn, by Kevin Tiopan (creditor) with Handoko (debtor). Where Handoko as borrower And Kevin Tiopan as giver loan has agreed make agreement borrowing and lending Money or debt receivables as big as Rp. 1,800,000,000.00 (One billion eight hundred million rupiah) with a number of provisions. First agreement made in a way written Which agreed by second party on. Second, because of loan Which given is amount Which classified as Enough big, so agreement the has in Warmeking as letter confession debt on date 07 May 2019 to Notary Public on Name Musniwaty Mustafa, SH Which address in Medan under Number: 2319/PDPSDBT/MM/VII/2021. R.1. date 02 July 2021 with mark receivables as big as Rp. 1,800,000,000.00 (One billion eight hundred million rupiah) with term time 2 (two) year duration counted since date made his agreement, And instantly on moment That also Money handed over to defendant And defendant Also make the receipt For furthermore defendant

promise will pay off his debt appropriate time. With provision Which agreed by for party, so agreement considered legitimate according to law.

A agreement can contain disabled law or considered No agreed if there is coercive action (*dwang*). Coercion covers every action Which No fair or threat Which obstruct freedom will individual. Every action or threat violate Constitution If action the is abuse authority Wrong One party with make crime or threat crime, foreclosure ownership Which No legitimate, action other Which violate Constitution, like pressure economy, suffering physique And mentally, make somebody in condition Afraid And etc. Second, Fraud (*bedrog*). Chapter 1328 Civil Code with firm state "Fraud is a reason For cancel a agreement, when fraud Which used by Wrong One party is such that appearance, so that real that party Which other No will stage agreement That without existence cheat trickery. Fraud No can only estimated, but must proven". In matter fraud, party Which cheated of course give statement Which in accordance with his will, but his will That Because existence Power cheat Which on purpose directed to a Which contradictory with will Which Actually. Third, Error or mistake (*dwaling*). In matter This, Wrong One party or a number of party own perception Which Wrong to object or subject Which there is in agreement. There is 2 (two) type error. First, error in person (*exceptio in person*) can interpreted as mistake about somebody. In context justice, *error in person* can interpreted as mistake on person Which submitted as defendant through letter lawsuit or defendant through letter indictment. Second, *error in object* On in principle, *error in object* is mistake to object. In scope court, *error in object* is error lawsuit/accusation Because existence mistake to object Which sued/accused. Second, skills For make a engagement (*om yee verbintenis aan you way*).

Condition legitimacy agreement Which second according to Chapter 1320 Civil Code is skills For make engagement (*om yee verbintenis aan you gaan*). In Chapter 1329 it is said "Each person authorized For make engagement, except If He stated No speak For matter That". About speak whether or not somebody, need known Who just Which according to law No speak or No Have position law For make agreement, as mentioned in Chapter 1330 Civil Code Civil: Which not speak For make agreement is;

1. child Which Not yet mature;
2. person Which placed in lower guardianship;
3. Woman Which has marry in things Which determined Constitution And on generally all person Which by Constitution forbidden For make agreement certain.

Somebody in say Not yet mature according to chapter 330 Civil Code If Not yet reach age 21 year. Somebody it is said mature If has aged 21 year or aged not enough from 21 year, but has Marry. In its development, based on Chapter 47 And 50 Act No.1Year 1974 maturity somebody determined that child is at in lower power person old or guardian until age 18 year. Furthermore Court Great through Decision No. 447/Sip/1976 date 13 October 1976 state that with coming into effect Act No 1 Year 1974, so limit somebody is at in lower power guardianship is 18 year, No 21 year. Somebody Which Already mature also can considered No capable do agreement If he placed in lower guardianship (*curatele or conservatorship*). Placement in lower guardianship can done If individual the experience disturbance mentally, ignorance (*unknown*), behavior Which No rational (razor), weakness intellectual (*return*) *van vermogens*), or trend For wasteful. Individual Which is at in condition the No use reason healthy, so that at risk harm self Alone.

Third, Chapter 1333 Civil Code reads: "A agreement must have main in the form of a goods Which at least determined its kind. Amount goods That No need Certain, origin just amount That Then can determined or counted". Agreement must have main a object (*zaak*) Which most A little can determined its kind. Every agreement must contain object certain. All right And not quite enough answer Which owned second split party must discussed in a

agreement, (*certainty of terms*). Goods Which intended in agreement most A little can determined its kind. By Because That, object agreement can in the form of goods or service.

Condition legitimacy agreement Which fourth is existence cause law Which halal. Civil Code (Language Dutch) use term *here geoorloofde oorzaak* Which means reason Which allowed. Translation Which Already common used in Indonesia is cause law Which halal (just *cause*). From Chapter 1320 Civil Code can withdrawn conclusion that chapter the requires that agreement or contract beside must There is the cause, But Also cause That must halal. Chapter 1337 mentions: "A because is forbidden, If because That forbidden by Constitution or when because That contradictory with decency or with order general". From chapter the can concluded that Contents And objective agreement No may contradictory with Constitution or law, decency, as well as order general Which can harm person other.

Besides condition legitimate in agreement, there is Also principles in agreement, as for principles in agreement:

1. Principle Freedom Under Contract

Freedom contract in Law Civil in Indonesia can found in Chapter 1338 paragraph (1) Civil Code Civil, Which state that all agreement Which made in a way legitimate own strength law Which tie like Constitution for for party Which involved. From use say "all," can interpreted that every subject law entitled For make agreement with Contents What even, as well as own freedom For determine form agreement the. With thus, principle freedom contract give right to subject law For free in compile agreement. Principle freedom contract give chance to subject law For create agreement new Which Not yet set up in Civil Code Civil, so that can adapt with need public Which appear consequence development era. However, principle freedom contract No nature absolute, its implementation restricted so that agreement Which made No harm Wrong One party.

2. Principle Consensualism

Principle consensualism (consensualism) own meaning Which very important, that is that For create A agreement, Enough with existence agreement between for party, And agreement the (as well as engagement Which arise as a result) considered has formed on moment achievement consensus. For the occurrence A agreement, generally required conformity will Which fulfil terms and conditions certain so that contract the legitimate according to law. Principle consensualism This can summarized in Chapter 1320 paragraph (1) Civil Code Civil, Which state that Wrong One condition legitimacy agreement is existence agreement between second split party.

3. Principle pact sunt your servant

Principle pact sunt your servant confirm that Good in system open Which adopted by law agreement and in principle strength tie, Chapter 1338 paragraph (1) Civil Code Civil, Which state: "All agreement Which made in a way legitimate applicable as Constitution for they Which make it." Expression pact sunt your servant acknowledged as principle that all agreement Which made by individual in a way lead come back on basically intended For implemented, so that in a way law tie. With say other, agreement Which made in a way legitimate own strength law Which The same with Constitution for for party Which involved (Chapter 1338 paragraph (1) And paragraph (2) Civil Code Civil).

4. Principle Faith Good

In Chapter 1338 paragraph (3) Civil Code Civil "All agreement Which made in accordance with Constitution applicable as Constitution for they Which make it. Agreement That No can withdrawn return besides with agreement second split party, or Because reasons

Which determined by Constitution. Agreement must implemented with faith Good". With term "you big thanks," Which often translated as honesty, can differentiated become two type, that is: (1) faith Good moment will stage agreement; And (2) faith Good moment carry out right And obligation Which arise from agreement the. Implementation a agreement with faith Good or No will seen from action real party Which carry out agreement That. Although faith Good in implementation agreement nature subjective And located in in heart heart man, However faith Good the Also can measured in a way objective.

5. Principle Personality

Principle personality (personality). Principle personality listed in Chapter 1340 Civil Code Civil: "A agreement only applicable between parties Which make it. A agreement No can bring make a loss to parties third; not can parties third get benefit therefore, besides in matter Which set up in Chapter 1317."³² Chapter 1315 Civil Code Civil confirm: "On generally somebody No can stage engagement or agreement besides For himself Alone." However thus, provision That there is the exception as introduction in Chapter 1317 Civil Code Civil Which state: "Can also agreement held For interest party third, when a agreement Which made For self Alone, or a giving to person other, contain a condition kind of That." Whereas in in Chapter 1318 Civil Code Civil, No only arrange agreement For self Alone, but Also For interest expert his heir And For people Which to obtain right from to him.

If in a agreement Wrong One party No fulfil his obligation like Which has promised, so can it is said that party the has do default.. Default is a action law Where Wrong One party negligent or No carry out his obligation as Which determined in agreement Which made between creditors with debtor. Default set up in Chapter 1243 Civil Code Which containing "Replacement cost, loss And flower Because No fulfillment a engagement start required, when debtor although has stated negligent For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined". In This, writer has to describe consequence law Which caused from action default related Decision Number 686/Pdt.G/2021/Pn Mdn.

Default originate from term Dutch "*default*," Which means No fulfillment performance or obligation Which has set to parties certain in a engagement, Good Which originate from agreement and Which arise consequence Constitution. Chapter 1243 say "Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined". Default refer to on situation in where debtor fail fulfil performance Which has agreed in agreement, due to by negligence or error, And No Because condition force. With say other, default interpreted as inability or negligence in carry out obligation Which has set in agreement between creditors And debtor. Incompleteness promise This can happen Good in a way on purpose and No on purpose.

According to Dictionary Law, default interpreted as negligence, negligence, violation promise, or No fulfil obligation in agreement. Chapter 1243 say "Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined". According to Subekti default is if the owe (debtor) No do What Which he promised, so it is said He do default. He alpha or negligent or deny promise. Or Also He violate agreement, when He do or do something Which No may he did. Words default originate from Language Dutch, Which means performance bad. Wirjono Prodjodikoro, say that default is absence a performance in in law agreement, means a matter Which must implemented as Contents from a agreement. Default (negligence or negligence) a debtor can in the form of four type:

- a. Same very No fulfil performance.
- b. Performance Which done No perfect.
- c. Late fulfil performance.
- d. Do What Which in agreement forbidden For done.

Wrong One example case action Default can seen in decision number 686/Pdt.G/2021/PN Mdn. Beginning start the occurrence case is Where Handoko as defendant borrow Money as big as 1,800,000,000 (One billion eight hundred million rupiah) to Kevin Tiopan as party plaintiff with reason For needs business his efforts, party plaintiff to agree For lend Money as big as 1,800,000,000 (One billion eight hundred million rupiah) the with intention plaintiff help defendant as Friend And previously defendant Also Already Once borrow Money plaintiff And completed with Good. Because Already achieved agreement finally party plaintiff And defendant make letter agreement Confession Debt And has in *Warmeking* on Musniwaty Mustafa, SH Notary Public in Medan. Defendant promise will fulfil all Contents agreement made And will return Money the in accordance with time Which has in promise. However after fall tempo payment debt, defendant No Also return his debt to plaintiff even When plaintiff send letter reprimand (*summons*) as much as three time However defendant No Also show faith the good thing is in settlement his debt to plaintiff. On action default/ deny promise Which in do by defendant the, plaintiff feel disadvantaged in a way material and morale, so that plaintiff sue defendant to Court Country Medan.

Chapter 1243 say "Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined". From chapter the can concluded that every party Which do action default in matter This is the owe must replace cost change make a loss along with flower on No fulfilled performance. Because default (negligence) have consequences Which so important, so must set more formerly whether the owe do default or negligent, And if matter That denied by him, must proven in advance judge.

If consequence Which explained in Constitution associated with Contents decision Number 686/Pdt.G/2021/Pn Mdn Which issued by Assembly Judge Court Country Medan, can concluded that consequence Which there is in decision the in accordance with provision law Which applies. Where in matter This, creditors has submit lawsuit to debtor Because debtor No fulfil performance in accordance in agreement debts and receivables, that is action debtor Which No pay debt to creditors until Which Already fall tempo. As set up in Chapter 1236 Civil Code Civil Which state that " Debtor must give change cost, loss And flower to creditors when He make himself No capable For deliver goods That or No take care of it with the best For save him".

After Assembly Judge Court Country Medan to study And consider lawsuit And all process proof in court, so Assembly Judge emit decision with Number 686/Pdt.G/2021/Pn-Mdn, Which result in debtor For pay his debt to creditors as big as Rp. 1,800,000,000.00- (One billion eight hundred million rupiah) with at a time And cash, in accordance Letter Confession Debt Which has in the news Number: 2319/PDPSDBT/MM/VII/2021.R.1 date 2 July 2021 by MUSNIWATY MUSTAFA, SH Notary Public in Medan And state action Defendant Which No pay his debt Which has fall tempo to Plaintiff is action default as Contents decision Which has issued by Assembly Judge Court Country Medan Number 686/Pdt.G/2021/PN-Mdn on date 27 August 2021.

Furthermore Because creditors stated can prove argument his lawsuit so that Assembly Judge grant lawsuit creditors entitled get legitimate And valuable confiscation guarantee (Conservatory *Beslag*) on treasure object owned by debtor, Good Which move and Which No move, including One House stay Which located in Complex Royal Sumatra No. 81, Ward

Mango, Subdistrict Medan Good luck, City Medan, as listed in Certificate Right Owned by No. 5776 on Name Handoko. In Decision Which has issued by Assembly Judge, Defendant as party Which lost in trial Also sued For pay cost Which arise in case This as big as Rp. 2,355,000.00- (two million three hundred five tens five thousand rupiah).

Based on explanation in on, can taken conclusion that consequence from action debtor Which do action default with No pay his debt as big as Rp.1,800,000,000 (One billion eight hundred million rupiah) Which cause loss to creditors so creditors as party Which disadvantaged sue debtor to Court Country Medan, on lawsuit the, result in debtor must replace cost loss with pay his debt to creditors as big as Rp. 1,800,000,000.00- (One billion eight hundred million rupiah) with at a time And cash Then creditors Also get legitimate And valuable confiscation guarantee (Conservatory *Beslag*) on treasure object owned by debtor, Good Which move and Which No move like Which stated in Decision number 686/Pdt.G/2021/PN-Mdn.

Consideration Judge In Dropping Decision On Case Default In Agreement Debt Receivables in Studies Decision No 686/Pdt.G/2021/PN Mdn.

Decision is core from process justice, Which reflect objective from all over series activity justice And finish case Which burdensome parties Which involved. With say other, decision is stage end from process trial. In all over process justice, No There is Which can determine right a party And obligation party other, validity a action according to law, as well as set obligation Which must filled by party Which bound in case, besides decision court. In between various stages justice, only decision Which own impact significant for for party. Decision in case civil always covers order from court to party Which lost For do, No do, or release something, or For punished. By Because That, dictum decision always nature condemnatory, that is punish, or nature constitutive, that is create. If order from court This No implemented in a way voluntary, so can ordered For implemented in a way force through execution Which authorized in trial, with objective For end or finish a case or dispute between for party.

Court as executor power judiciary is Wrong One element important in country Which based on law (*law state*). Only court Which fulfil criteria independent, neutral, And competent Which can ensure fulfillment right basic man. By Because That, role judge as figure main in institution justice very crucial, especially remember all authority Which owned by him. Through his decision, judge own ability For change, divert, or even to pull out right And freedom inhabitant country, all That done in frame to uphold law And justice. after Assembly Judge inspect a case Which submitted, they No quick compile And read the verdict on moment That. On the contrary, they always postpone trial For do deliberation about all matter Which revealed during trial before take decision. Assembly Judge will gather all results inspection For sorting where Which relevant And where Which No. Based on results inspection the, assembly judge try For find fact (*fact finding*). After assembly judge Certain that a incident has happen, they will determine whether incident the is violation law or No. Furthermore, assembly judge will set regulation law Which arrange incident Which has happen. Process This known as find law (*law finding*).

In every decision judge, aspect Which need be noticed is consideration the law, so that Who even can evaluate whether decision the own reason Which objective or No. Stage This is stage end from all over process trial. However, assembly judge No direct compile And read the verdict on moment That. They usually postpone trial For do deliberation about all matter Which revealed during trial before take decision. Like Which has explained previously, form decision Which will issued by court depends on results deliberation Which based on on letter lawsuit And all proof Which revealed in inspection in trial.

Provision law about decision default Number 686/Pdt.G/2021/PN-Mdn Which decided by Assembly Judge Court Country Medan taken after consider based on tool proof in the form of:

1. Photocopy Card Sign Population (ID card) NIK. 1271050305960002, on Name Kevin Tiopan Which prove that Plaintiff is citizen/resident local Which legitimate based on address the, given sign Proof P - 1;
2. Photocopy Receipt Hand over Accept Money As big as Rp.1,800,000,000.00 (One billion eight hundred million rupiah) from Kevin Tiopan (Ic. Plaintiff) to Handoko (Ic. Defendant) dated 07 May 2019, given sign Proof P – 2;
3. Photocopy Letter Confession Debt 07 May 2019 And has in Warmeking on Musniwaty Mustafa, SH, Notary Public in Medan under Number: 2319/PDPSDBT/MM/VII/2011.RI date 2 July 2021, given sign Proof P – 3;
4. Photocopy Letter Announcement (Summary) First On Payment Debt Which has Fall Tempo from Kevin Tiopan (Ic. Plaintiff) to Handoko (Ic. Defendant) dated 10 May 2021 Which has in convey And accepted direct by Handoko (Ic. Defendant) on date 17 May 2021, given sign Proof P – 4
5. Photocopy Letter Announcement (Summary) Second on Payment Debt Which has Fall Tempo from Kevin Tiopan (Ic. Plaintiff) to Handoko (Ic. Defendant) dated 17 May 2021, Which has delivered And accepted direct by Handoko (Ic. Defendant) on date 20 May 2021, given sign Proof P - 5;
6. Photocopy Letter Announcement (Summary) Third on Payment Debt Which has Fall Tempo from Kevin Tiopan (Ic. Plaintiff) to Handoko (Ic. Defendant) dated 24 May 2021 Which has in convey And accepted direct by Handoko (Ic. Defendant) on date 25 May 2021, given sign Proof P – 6;
7. Photocopy Letter Right Owned by (SHM) No.5776 an. Handoko in the form of 1 (One) unit House stay Which located in complex Royal Sumatra No.81 Ward Mango, Subdistrict Medan Good luck, City Medan, given sign Proof P – 7.
8. Photocopy Confession Debt Which made in front of Notary Public Musniwaty Mustafa, SH, date 02 July 2021 Number : 2319/PDPSDBT/MM/VII/2021.RI, Original There is on Plaintiff, given sign Proof T – 1;

That based on evidence the Assembly Judge Court Country Medan has weigh that;

1. Defendant has confess his debt to plaintiff as big as Rp.1,800,000,000.00 (One billion eight hundred million rupiah) with proof Letter Confession Debt date 2 July 2021, Which has customized with the original And stamped Enough (P-3), proof the has acknowledged or at least No denied. By Because That according to law, agreement debt as big as Rp.1,800,000,000.00 (One billion eight hundred million rupiah) between creditors And debtor considered legitimate And applicable as Constitution for they Which make it. Because has fulfil condition formal And material as well as own strength law Which perfect And tie, tool proof the considered worthy For used in case This. With thus, Assembly Judge to argue that connection law between creditors And debtor has proven, so that both of them considered as party Which concerned in case This (person *standby in judiciary*).
2. Based on tools proof Which submitted by second split party as the in on in the relation One The same other Which it turns out in accordance Assembly Judge to argue that based on confession defendant And connected with proof P – 2 yo P – 3/T -1 so defendant has proven default.
3. Assembly Judge Also consider that related petition No. 2, based on news program confiscation guarantee (conservatory (slag) Number: 686/Pdt.G/2021/PN Mdn date 10 December 2021, confiscation guarantee to One House stay Which located

in Complex Royal Sumatra cluster Topaz No. 81, Ward Mango, Subdistrict Medan Good luck, City Medan, as listed in Certificate Right Owned by (SHM) No. 5776 on Name Mr. Handoko, has implemented on date the. By Because That, stated legitimate And valuable about confiscation guarantee the.

4. Furthermore Assembly Judge Also consider related petition No. 5, punish Defendant For pay loss material And immaterial with loss Material as big as Rp. 100,000,000.00 (one hundred million rupiah) And loss Immaterial as big as Rp. 1,000,000,000.00 (One billion rupiah) Which No can proven by plaintiff, so about replacement loss material And immaterial the must rejected.
5. Assembly Judge Also consider that related petition No. 6, punish defendant For pay Money force (*dwangsom*) to plaintiff as big as Rp.10,000,000.00- (ten million rupiah) For every day delay in carry out Contents decision This after decision the powerful law still, until defendant carry out decision with Good. By Because That, Money force the must set aside.

Assembly Judge Also has consider based on tool proof Which submitted by second split party, Which each other related And consistent, Assembly Judge to argue that creditors succeed prove argument his lawsuit.

On base consideration the, Assembly Judge emit love decision on Decision Number 686/Pdt.G/2021/PN Which state:

1. Grant lawsuit Plaintiff For part.
2. State legitimate And valuable confiscation guarantee (Conservatory (Beslag) on treasure object owned by Defendant Which move and Which No move especially 1 (One) House stay Which located in Complex Royal Sumatra No. 81 Ward Mango, Subdistrict Medan Good luck, City Medan, as the in Certificate Right Owned by No. 5776 an. Mr. Handoko, Ward Mango, Subdistrict Medan Good luck, City Medan;
3. State action Defendant Which No pay his debt Which has fall tempo to Plaintiff is action default/refusal promise;
4. Punish Defendant For pay his debt to Plaintiff as big as Rp. 1,800,000,000.00- (One billion eight hundred million rupiah) with at a time And cash, in accordance Letter Confession Debt Which has in news Number: 2319/PDPSDBT/MM/VII/2021 R.1 date 2 July 2021 by MUSNIWATY MUSTAFA, SH Notary Public in Medan;
5. Punish Defendant For pay cost Which arise in case This as big as Rp. 2,355,000.00- (two million three hundred five tens five thousand rupiah).

CONCLUSION

Based on analysis to decision Number 686/Pdt.G/2021/PN-Mdn Which has writer discuss previously, there is a number of conclusion Which can taken related with consequence law Which caused for for party in default to agreement debt receivables between other:

1. Plaintiff sue defendant on action default Which done by defendant Which The same very No pay his debt as big as Rp.1,800,000,000.00 (One billion eight hundred million rupiah);
2. On Decision Assembly Judge the Defendant must replace cost loss with pay his debt to creditors as big as Rp. 1,800,000,000.00- (One billion eight hundred million rupiah) with at a time And cash;
3. Plaintiff entitled get legitimate And valuable confiscation guarantee (Conservatory *Beslag*) on treasure object owned by debtor, Good Which move and Which No move like Which stated in Decision number 686/Pdt.G/2021/PN-Mdn.

Matter This in accordance with chapter Chapter 1243 "Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined."

Furthermore, consideration law Which done by Assembly Judge Court Country Medan in decision the show that judge has consider all tool proof Which submitted by second split party, that is creditors And debtor And Also with consider provision law Which applies. So that on consideration law by Assembly Judge so issued decision:

1. State action Defendant Which No pay his debt Which has fall tempo to Plaintiff is action default/refusal promise;
2. Replacement cost loss Creditors with pay his debt to creditors as big as Rp. 1,800,000,000.00- (One billion eight hundred million rupiah) with at a time And cash;
3. State legitimate And valuable confiscation guarantee (Conservatory *Beslag*) on treasure object owned by Defendant Which move and Which No move especially 1 (One) House stay Which located in Complex Royal Sumatra No. 81 Ward Mango, Subdistrict Medan Good luck, City Medan, as the in Certificate Right Owned by No. 5776 an. Mr. Handoko, Ward Mango, Subdistrict Medan Good luck, City Medan.

Matter This in accordance with Chapter 1243 Which say "Replacement cost, loss And flower Because not fulfilled a engagement start required, when debtor, although has stated I am sorry, still I am sorry For fulfil engagement That, or If something Which must given or he did only can given or he did in time Which beyond time Which has determined.

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