

DEFAULT OF AGREEMENT ON DEBT AND CREDIT

(Study of Decision 2949 K/Pdt/2013)

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ABSTRACT; *Overview A contract is a legally binding agreement made by two parties (usually a seller and a buyer) to complete a transaction. Some relationships have legal consequences, while others do not give rise to rights or obligations. This has driven the rapid development of law, including contract law. Over time, this legal development has been supported by legal and legislative reforms. As social interactions become more global, legal disputes often arise both in theory and practice, resulting in different forms of agreements. This journal discusses unresolved issues related to the Mortgage Deed Agreement (APHT). APHT is then continued with the recognition of debt with collateral for land rights and sale rights.*

Keywords: *Agreement, Breach of Contract, APHT*

INTRODUCTION

Introduction Accounts payable is one of the most common types of contracts used in daily life. The agreement includes an obligation to pay or receive funds agreed upon by the parties involved. However, in some cases, one of the parties may fail to fulfill the agreed upon obligations, resulting in a breach of contract. A breach of oral debt and debt agreement can be upheld if there is strong evidence and the agreement is agreed upon by the parties. In some judgments, judges have held that oral debt and debt agreements can be upheld if there is strong evidence and the agreement is agreed upon by the parties. In some decisions, judges have held that oral debts and debt agreements can be enforced if there is strong evidence and the agreement is agreed by the parties. In some decisions, judges have held that oral debts and debt agreements can be enforced if there is strong evidence and an agreement is reached between the parties. The agreement of the parties which is then written into an agreement is a law for the parties who agree to it.

A contract is considered valid if one of the following conditions is met:

1. Agreement of the Parties For a contract to be valid, both parties must agree freely. According to Article 1321 of the Civil Code, consent has no legal force if it is given by mistake, obtained by force, or by unlawful means.
2. Capacity of the Parties On the question of whether a person is competent, it should be noted that the following persons are deemed incapable of contracting by operation of law:
 - a. Children who have not yet become adults
 - b. Persons who were enslaved in BC
 - c. Women married under circumstances provided for by law, and in general all women prohibited by law from entering into certain contracts.

Article 31 of SEMA No. 3 of the Marriage Law of 1963 gives the wife the right to perform legal acts during marriage.

3. Special Matters According to Article 1234 of the Civil Code, performance is the subject matter of a valid contract, such as giving something, doing something, or not doing something. In other words, performance describes the rights and obligations of creditors and debtors in a contract.

4. Legal Basis According to Article 1337 of the Civil Code, a regulatory basis is a basis that is prohibited by law or contrary to decency or public order and decency In addition, a contract consists of several elements:
 - a) The existence of the parties
 - b) The existence of an agreement to form a contract
 - c) There is a legal effect
 - d) There is a specific purpose

In Decision 2949 K/Pdt/2013, the Supreme Court ruled that oral obligations to pay debts and credits can be maintained if there is strong evidence and an agreement is reached between the parties In making this decision, the judge considered several factors, including the existence of sufficient evidence and the agreement reached by the parties In several other decisions, such as Decision Number 03/PdtG/PNSKY and Decision Number 15 PdtG/2017/PNPbm, the judge continued to uphold oral debts and omissions in the claim agreement imposing judgment Their existence becomes strong evidence and will be created if the parties agree to the agreement. Based on the evidence that has been attached to the trial, the judge decided to grant the plaintiff's claim and stated that the defendant was proven guilty or in default. In this analysis, we will discuss more about the decision 2949 K/Pdt/2013 and other decisions in similar cases, as well as the juridical analysis of the legal force of a deed of acknowledgment of debt made by a notary at the time of occurrence. We will also discuss some of the key differences between judgment 2949 K/Pdt/2013 and other judgments in similar cases

RESEARCH METHODS

This research uses a qualitative approach with a literature study method and documentation analysis to explore and analyze decision 2949 K/Pdt/2013 and other similar decisions. The desk study method involves collecting data from various relevant sources, such as law books, law journals, and other legal documents. Literature relevant to the research topic was collected from libraries, online databases, and other reliable sources. Furthermore, concepts, theories, and key findings relevant to the research topic were identified. Documentation analysis was conducted to examine the content of documents related to decision 2949 K/Pdt/2013 as well as other similar decisions. The documents were grouped based on the similarity of the case context to facilitate analysis. The content of each document was analyzed to identify key points, legal arguments, and judges' considerations relevant to the decision.

DISCUSSION

Although debt and receivables are opposite terms, they are closely related because they are most often used together Debt and credit are called borrowing and lending in the Civil Code and are regulated in Article 1754 That is, borrowing and lending is a contract in which one party gives a number of goods to the other party, so as to resolve the misappropriation on the condition of repayment of debt obligations, A contract is properly executed if both parties perform their respective services as agreed, without prejudice to either party However, due to the negligence of one of the parties, the contract may not be properly executed Injury of Promise is understood as a situation where, due to fault or negligence, the debtor is unable to provide the services agreed upon in the contract, even under unavoidable circumstances.

If the debtor does not keep his promise or does not perform his obligations, then it is not coercive and all of it is considered to be the responsibility of the debtor In this case, the debtor is said to be in default.

There are three (3) forms of non-compliance:

1. Poor debtor performance; In this case the debtor does not carry out the obligations that the parties promised to carry out in the agreement reached
2. Debtor Misrepresents Performance Misrepresenting the performance performed by the debtor means that the debtor has provided services in his imagination that have actually been approved by the creditor lies in the fact that you receive different things
3. The debtor is late in paying the debt Here the debtor performed well and the purpose of the service was correct, but not as promised As stated above, we classify the debtor into the “last” group if the purpose of the performance is still beneficial to the creditor If there is a dispute or difference of opinion between two parties involved in a contract such as a sale and purchase contract, it is called a contract dispute.

There are several possible reasons for this

Example: 1

1. Misunderstanding: One of the parties does not understand the contents or terms of the contract
Second breach: One party fails to perform the obligations agreed in the contract.
2. Disagreement: the parties involved in a contract disagree on the content or terms of the contract.
3. Default: One of the parties fails to carry out the obligations agreed in the contract, such as:
Non-payment of the agreed price
Contract disputes can be resolved in various ways, including:

Example:

1. Discussion: The contracting parties are negotiating to reach an agreement.
2. Agreement: The parties involved in an agreement enter into an agreement to reach an agreement.
3. Mediation: parties involved in a contract use the services of a mediator to reach an agreement.
4. Court: The parties to the agreement file a lawsuit with the court to resolve the dispute.

The agreement includes:

1. The type of case filed at the Pekalongan District Court is a civil case, more specifically a debt and credit dispute between Hj. Mulyati and Mulyatno as Plaintiffs against the Regional Company of Pekalongan City Market Bank Perkreditan Rakyat as Defendant.
2. The subject matter of the Plaintiff's claim is to declare null and void the debt and credit agreement entered into with the Defendant due to a defect of will in the agreement. The Plaintiff is also claiming material and immaterial damages and the surrender of the collateral land certificate.
3. The Defendant filed an exception and counterclaim. The exception was that the Plaintiff's claim was unclear because there were important differences in the data in the agreement used as the basis for the lawsuit. Meanwhile, the counterclaim was to request the fulfillment of the Plaintiff's debt payment obligations in accordance with the agreement.
4. This decision is a cassation decision that will hear the case at the cassation level. The content of the verdict has not yet been stated because the trial process has not yet been completed.

Decision number 2949 K/Pdt/2013 is a decision of the Court of Cassation submitted to the Supreme Court The case stems from a lawsuit filed by Mr. Mulyati and Mr. Mulyatno to the Pekalongan District Court as plaintiffs against the defendants, namely the Regional Rural Bank Company, Pekalongan City Market Bank The subject matter of the plaintiffs' lawsuit is to establish the invalidity of two debt and receivable agreements made with the defendants The plaintiffs consider the contract void because there was an element of bad faith at the time of signing In addition, In addition, the plaintiff also filed a lawsuit against the defendant for the

payment of material and non-material damages amounting to Rp 1.3 billion and the return of the land certificate that was deposited as collateral Furthermore, against the lawsuit, the defendant filed an exception on the grounds that the plaintiff's claims were unclear due to differences in important data in the contract that was the basis of the lawsuit The defendant also filed a counterclaim (complaint) to ensure that the plaintiff's obligations were carried out in accordance with the contract The case then proceeded to the Cassation Court level and is currently being heard at the Supreme Court However, the final decision cannot be announced yet because the trial has not yet been completed

The dispute centers on the validity of the contract and the performance of the obligations Decision number 2949 K/Pdt/2013 is the decision of the Court of Cassation submitted to the Supreme Court The case originated from a lawsuit filed by Mr. Mulyati and Mr. Mulyatno to the Pekalongan District Court as plaintiffs against the defendants, namely the Regional Rural Bank Company, Bank Pasar Kota Pekalongan The subject matter of the plaintiffs' lawsuit was to determine the invalidity of two debt and receivable agreements made with the defendants The plaintiffs considered the contracts to be void because there was an element of bad faith at the time of signing.

In addition, the plaintiff also filed a lawsuit against the defendant for the payment of material and non-material damages amounting to Rp 1.3 billion and the return of the land certificate deposited as collateral, The defendant also filed a counterclaim (complaint) to ensure that the plaintiff's obligations were carried out in accordance with the contract The case then proceeded to the criminal level and is currently being heard at the Supreme Court However, the final decision cannot be announced because the trial has not yet been completed Information regarding the identity of the judge and prosecutor is still unclear The dispute centers on the validity of the contract and the performance of obligations.

CONCLUSION

Oral debt and default of debt agreements can be enforced if there is strong evidence and the contract has been agreed upon by the parties. A deed of acknowledgment of debt made by a notary when a debt or claim is declared in default has high legal force and can be defended in court There are several similarities and differences between Decision 2949 K/Pdt/2013 and other decisions in similar cases Debt agreements and oral bills must meet the applicable legal requirements in order to be enforced in the legal process Settlement of late payment cases in debt and receivables contracts occurs without the recovery of collateral and has several consequences There are several factors affecting efforts to resolve defaults and non-compliance with accounts receivable agreements at Bank Mandiri Syariah. There are several factors that influence the efforts to resolve defaults and non-compliance with accounts receivable agreements at Bank Mandiri Syariah Default on debt and receivable agreements can be avoided under several conditions The legal consequences of a notarized deed of acknowledgment of debt in an oral bankruptcy case have several implications There are several benefits to resolving cases of late payment in debt and receivable contracts without collecting collateral Legal analysis of the legal consequences of a deed of acknowledgment of debt made by a notary in the event of default on debt and oral bills has several implications.

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